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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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To the Honorable Commissioner of Patents

100806985

ted original documents or copy thereof.

1. Name of conveying party(ies):

8/24/98

Private Business, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☐ Other

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: August 7, 1998

2. Name and address of receiving party(ies)

Name: Fleet National Bank, as agent

Internal Address:

Street Address: One Federal Street

City: Boston State: MA ZIP: 02110

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☐ Corporation-State  
☐ Other

If assignee is not domiciled in the United States, a domestic representative designator is attached: ☐ Yes ☒ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 165.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath

Name of Person Signing

*[Signature]*  
Signature

8/17/98

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box 5000, Washington, DC 20540

REEL: 1774 FRAME: 0243

**Continuation Item #1**

2. Private Business Capital, Inc.
3. Private Business Insurance, Inc.
4. Private Business Processing, Inc.

All Tennessee Corporations

Continuation  
Item 4

SCHEDULE II

TRADEMARK REGISTRATIONS AND APPLICATIONS

PBI has registered and owns the rights to the following marks:

CASH FLOW MAXIMIZER - Registration # 2029166 - for computer software and for use by financial institutions for handling accounts receivables.

CASH FLOW MAXIMIZER - Registration # 2029167 - for financial consulting services, namely assisting financial institutions in the implementation of accounts receivable financing.

BUSINESS MANAGER - Registration # 1808873 - for computer software and for use by financial institutions for handling accounts receivables, and for financial consulting services; namely to assist financial institutions in the implementation of accounts receivable financing.

FLEX-O-PAY - Registration # 1102324 - for banking services, the purchase of accounts receivable from participating stores and collecting from customers through banks.

BUSINESS DIRECT - Registration # 2077339 - for business services, assisting businesses with accounts receivable management; promoting the travel and lodging services of others through the distribution of discount cards; and providing to businesses and their employees information about products.

BUSINESS DIRECT - Registration # 2065467 - for assisting small businesses to access their bank accounts and other bank information by computer.

**[Note: "National Association of Private Businesses," "Bank Director" and "Acquire or Be Acquired" are not marks owned by the Loan Parties.]**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

August 7, 1998

from

PRIVATE BUSINESS, INC.,

PRIVATE BUSINESS CAPITAL, INC.,

PRIVATE BUSINESS INSURANCE, INC.

and

PRIVATE BUSINESS PROCESSING, INC.

as Grantors,

to

FLEET NATIONAL BANK,

as Administrative Agent

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## SCHEDULES

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## EXHIBITS

Exhibit A	-	Form of Intellectual Property Security Agreement Supplement
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

7, 1998 made by PRIVATE BUSINESS, INC., a Tennessee corporation, with an office at the address set forth on the signature page hereto (the "Borrower"), PRIVATE BUSINESS CAPITAL, INC., a Tennessee corporation, with an office at the address set forth on the signature page hereto ("PB Capital"), PRIVATE BUSINESS INSURANCE, INC., a Tennessee corporation, with an office at the address set forth on the signature page hereto ("PB Insurance"), and PRIVATE BUSINESS PROCESSING, INC., a Tennessee corporation, with an office at the address set forth on the signature page hereto ("PB Medical"), the Additional Grantors (as defined in Section 13(c)) (the Additional Grantors, together with the Borrower, PB Capital, PB Insurance and PB Medical, the "Grantors") to FLEET NATIONAL BANK as administrative agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

### PRELIMINARY STATEMENTS:

(1) The Borrower has entered into a Credit Agreement, dated as of the date hereof (said Agreement, as it may hereafter be amended, restated or otherwise modified from time to time, being the "Credit Agreement"; the terms defined therein and not otherwise defined herein being used herein as therein defined) with the banks, financial institutions and other institutional lenders party thereto (the "Lenders"), Fleet National Bank, as the Swing Line Bank, as the Issuing Bank and as the Administrative Agent and BankBoston N.A., as Documentation Agent.

(2) It is a condition precedent to the making of Advances by the Lenders, the issuance of Letters of Credit by the Issuing Bank under the Credit Agreement and the Hedge Banks entering into the Bank Hedge Agreements with the Borrower from time to time that the Grantors shall have granted the security interest and made the pledge and grant of the security interest contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to make Advances under the Credit Agreement, the Issuing Bank to issue Letters of Credit under the Credit Agreement, and the Hedge Banks to enter into Bank Hedge Agreements with the Borrower from time to time, each of the Grantors hereby agrees with the Administrative Agent for its benefit and the ratable benefit of the Secured Parties as follows:

SECTION 1. Grant of Security. Each of the Grantors hereby grants and pledges to the Administrative Agent for its benefit and the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent for its benefit and the ratable benefit of the Secured Parties a security interest in the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by such Grantor, and whether now or hereafter existing (collectively, the "Intellectual Property Collateral"):

(a) all patents, patent applications and patentable inventions, including, without limitation, each patent identified in Schedule I attached hereto and made a part hereof and each patent application identified in such Schedule I, and including, without limitation, (i) all inventions and improvements described and claimed therein and the right to make, use or sell the same, (ii) the right to sue or otherwise recover for any misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past and future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of each Grantor accruing thereunder or pertaining thereto (the "Patents");

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule II attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (the "Trademarks");

(c) all copyrights, whether statutory or common law, and whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each copyright registration and copyright application identified in Schedule III attached hereto and made a part hereof, and including, without limitation, (i) the right to reproduce, prepare derivative works, distribute copies, perform or display any of the foregoing, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (the "Copyrights");



(d) all license agreements with any other Person in connection with any of the Patents, Trademarks or Copyrights, or such other Person's patents, trade names, trademarks, service marks, copyrights or works of authorship, or other intellectual property, whether such Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule IV attached hereto and made a part hereof, and any right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Security Agreement) now or hereafter owned by the Grantor and now or hereafter covered by any such licenses (the "Licenses"); and

(e) all proceeds of any of the foregoing Patents, Trademarks, Copyrights and Licenses, including, without limitation, any claims by such Guarantor against third parties for infringement of the Patents, Trademarks, Copyrights or Licenses.

SECTION 2. Security for Obligations. This Agreement secures the payment of all Obligations of each Grantor now or hereafter existing under the Loan Documents, whether for principal, interest, fees, expenses or otherwise (all such Obligations secured being the "Secured Obligations").

SECTION 3. Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) each Grantor shall remain liable under the contracts and agreements included in the Intellectual Property Collateral to which it is a party to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Administrative Agent of any of the rights or remedies hereunder shall not release any Grantor from any of its duties or obligations under any of the contracts and agreements included in the Intellectual Property Collateral, and (c) neither the Administrative Agent nor any Secured Party shall have any obligation or liability under any of the contracts and agreements included in the Intellectual Property Collateral by reason of this Agreement, nor shall the Administrative Agent or any Secured Party be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 4. Representations and Warranties. The Grantors jointly and severally represent and warrant as follows:

(a) Each Grantor is the legal and beneficial owner of the Intellectual Property Collateral pledged by such Grantor free and clear of any Lien, claim, option or right of others, except for the liens and security interests created under this Agreement or permitted under the Loan Documents (including, without limitation, any Liens disclosed on Schedule 5.02(a)(iii) to the Credit Agreement). No effective financing statement or other instrument similar in effect covering all of any part of the Intellectual Property Collateral or listing any Grantor or any of its Subsidiaries or any trade name of any Grantor or any of its Subsidiaries as debtor is on file in any recording office (including, without limitation, the United States Patent and Trademark Office and the United States Copyright Office), except such as may have been filed in favor of the Administrative Agent relating to this Agreement or one of the other Loan Documents.

(b) Set forth in Schedule I is a complete and accurate list of all patents owned by each Grantor. Set forth in Schedule II is a complete and accurate list of all registered trademark and service mark registrations and all trademark and service mark applications owned by each Grantor. Set forth in Schedule III is a complete and accurate list of all copyright registrations and copyright applications owned by each Grantor. Set forth in Schedule IV is a complete and accurate list of all Licenses in which each Grantor is (i) a licensor with respect to any of the Patents, Trademarks, or Copyrights or (ii) a licensee of any other Person's patents, trade names, trademarks, service marks, copyrights or works of authorship. Such Grantor has made all necessary filings and recordations to protect and maintain its interest in the patents, patent applications, trademark and service mark registrations, trademark and service mark applications, copyright registrations and copyright applications and Licenses set forth in Schedules I, II, III and IV hereto, except where the failure to make such filings or recordations is not reasonably likely to have a Material Adverse Effect.

(c) Each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, and copyright application of each Grantor set forth in Schedule I, II or III hereto is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and is valid, registrable and enforceable. Each License of each Grantor identified in Schedule IV is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and is valid and enforceable. No Grantor is aware of any uses of any item of Intellectual Property Collateral which would be expected to lead to such item becoming invalid or unenforceable, including unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such Intellectual Property Collateral.

(d) No Grantor has made any previous assignment, transfer or agreement constituting a present or future assignment, transfer or encumbrance of any of the Intellectual Property Collateral. Except as set forth on Schedule 4(d), no Grantor has granted any license (other than those listed on Schedule IV hereto), release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Intellectual Property Collateral.

(e) Each Grantor has used proper statutory notice in connection with its use of each patent, registered trademark and service mark and copyright contained in Schedule I, II or III.

(f) This Agreement creates in favor of the Administrative Agent, on behalf of itself and the Lender Parties, a valid and perfected first and only priority security interest in the Intellectual Property Collateral of each Grantor, securing the payment of the Secured Obligations.

(g) Except as set forth on Schedule 4(g), no consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required (i) for the grant by any Grantor of the security interest granted hereby, for the pledge by any Grantor of the Intellectual Property Collateral pursuant hereto, or for the execution, delivery or performance of this Agreement by

each Grantor, (ii) for the perfection or maintenance of the pledge and security interest created hereby (including the first and only priority nature of such pledge and security interest, subject only to Liens expressly permitted under the Credit Agreement), except for the filing of financing and continuation statements under the Uniform Commercial Code, which financing statements are in proper form and are duly executed, and the filing and recording of this Agreement in the United States Patent and Trademark Office against each patent, patent application, trademark or service mark registration, trademark or service mark application, and in the U.S. Copyright Office against each copyright registration, and copyright application of each Grantor set forth in Schedule I, II or III hereto, or (iii) for the exercise by the Administrative Agent of its rights provided for in this Agreement or the remedies in respect of the Intellectual Property Collateral pursuant to this Agreement.

(h) There are no claims by any third party relating to any item of Intellectual Property Collateral.

(i) Except as set forth on Schedule 4(i), no claim has been made and is continuing or, to its knowledge, is threatened that any item of Intellectual Property Collateral is invalid or unenforceable or that the use by any Grantor of any Intellectual Property Collateral does or may violate the rights of any Person. To the best of each Grantor's knowledge, there is currently no infringement or unauthorized use of any item of Intellectual Property Collateral.

(j) Each Grantor has taken all reasonably necessary steps to use consistent standards of quality in the manufacture, distribution and sale of all products sold and the provision of all services provided under or in connection with any of the Intellectual Property Collateral and has taken all reasonably necessary steps to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

SECTION 5. Further Assurances. (a) Each of the Grantors jointly and severally agrees that from time to time, at the expense of the Borrower, such Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that the Administrative Agent believes may be reasonably necessary or reasonably desirable, or that the Administrative Agent may reasonably request, in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Intellectual Property Collateral. Without limiting the generality of the foregoing, each Grantor will, upon the reasonable request of the Administrative Agent, with respect to the Intellectual Property Collateral owned by such Grantor, execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be reasonably necessary or desirable, or as the Administrative Agent may reasonably request, in order to perfect and preserve the pledge and security interest granted or purported to be granted hereby.

(b) Each Grantor hereby authorizes the Administrative Agent to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Intellectual Property Collateral without the signature of such Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering

the Intellectual Property Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

(c) Each Grantor will furnish to the Administrative Agent from time to time statements and schedules further identifying and describing the Intellectual Property Collateral and such other reports in connection with the Intellectual Property Collateral as the Administrative Agent may reasonably request, all in reasonable detail.

(d) Each Grantor agrees that, should it obtain an ownership interest in any patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, other indicia of trade origin, trademark or service mark registration, trademark or service mark application, copyright, copyright registration, copyright application, work of authorship or License, which is not now a part of the Intellectual Property Collateral, (i) the provisions of Section 1 will automatically apply thereto, and (ii) any such patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, indicia of trade origin, trademark or service mark registration, trademark or service mark application (together with the goodwill of the business connected with the use of same and symbolized by same), copyright, copyright registration, copyright application, work of authorship or License will automatically become part of the Intellectual Property Collateral. Each Grantor further agrees that it shall deliver to the Administrative Agent a written report, in reasonable detail, on a semi-annual basis (starting, for this year, on December 31, 1998, and thereafter on June 30 and December 31 of each succeeding year), setting forth each new patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, copyright application or license that such Grantor has filed, acquired or otherwise obtained in the preceding six month reporting period. Such Grantor authorizes the Administrative Agent to modify this Agreement by amending Schedules I, II, III and IV hereto (and shall cooperate with the Administrative Agent in effecting any such amendment) to include any patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, copyright application or License which becomes part of the Intellectual Property Collateral.

(e) With respect to each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration and copyright application set forth in Schedule I, II or III hereto, each Grantor agrees to take all reasonably necessary or desirable steps, including, without limitation, in the United States Patent and Trademark Office and the United States Copyright Office or in any court, to (i) maintain each material patent, trademark or service mark registration, and copyright registration, and (ii) pursue each material patent application, trademark or service mark application and copyright application now or hereafter included in the Intellectual Property Collateral, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for re-issue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. Each Grantor agrees to take corresponding steps with respect to each new or acquired patent, patent application, trademark or service mark

registration, trademark or service mark application, copyright registration, or copyright application to which it is now or later becomes entitled. Any and all expenses incurred in connection with such activities will be borne by such Grantor. No Grantor shall discontinue use of or otherwise abandon any patent, patent application, trademark or service mark, trademark or service mark registration, trademark or service mark application, copyright registration, or copyright application now or hereafter included in the Intellectual Property Collateral, unless the relevant Grantor shall have first determined in its reasonable business judgment that such use or pursuit or maintenance of same is no longer desirable in the conduct of such Grantor's business, or where such discontinuation or abandonment is not reasonably likely to have a Material Adverse Effect, and then in either case, such Grantor shall give written notice of any such abandonment or discontinuance to the Administrative Agent pursuant to the semi-annual reporting requirement contained in Section 5(d) above.

(f) Each Grantor agrees to notify the Administrative Agent promptly and in writing if it learns (i) that any item of the Intellectual Property Collateral has been determined to have become abandoned or dedicated to the public, (ii) of the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any item of the Intellectual Property Collateral, or (iii) of any material adverse determination in connection with such Intellectual Property Collateral.

(g) In the event that a Grantor makes a determination in its reasonable business judgment that any material item of the Intellectual Property Collateral is infringed or misappropriated by a third party, such Grantor shall promptly notify the Administrative Agent and will take such actions as such Grantor or the Administrative Agent deems appropriate under the circumstances to protect such Intellectual Property Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense in connection with such activities will be borne by such Grantor.

(h) Each Grantor shall continue to use proper statutory notice in connection with its use of each of its patents, registered trademarks and service marks, and copyrights contained in Schedule I, II or III.

(i) Each Grantor shall take all steps which it or the Administrative Agent deems reasonably appropriate under the circumstances to preserve and protect its Intellectual Property Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Intellectual Property Collateral, consistent with the quality of the products and services as of the date hereof, and taking all steps necessary to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

**SECTION 6. Transfers and Other Liens.** Each of the Grantors agrees that it shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of (except as provided in Section 5(e)) or grant any option with respect to, any of the Intellectual Property Collateral, or (ii) create or suffer to exist any Lien upon or with respect to any of the Intellectual

Property Collateral except for the pledge and security interest created by this Agreement and Permitted Liens.

SECTION 7. Administrative Agent Appointed Attorney-in-Fact. Each of the Grantors hereby irrevocably appoints the Administrative Agent such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, upon the occurrence and during the continuance of an Event of Default and upon notice to such Grantor to take any action and to execute any instrument that the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Intellectual Property Collateral;

(b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above; and

(c) to file any claims or take any action or institute any proceedings that the Administrative Agent may deem necessary or desirable to enforce the rights of the Administrative Agent with respect to any of the Intellectual Property Collateral.

SECTION 8. Administrative Agent May Perform. If any of the Grantors fails to perform any agreement contained herein, the Administrative Agent may itself, upon fifteen (15) days' notice to such Grantor, perform, or cause performance of, such agreement, and the reasonable expenses of the Administrative Agent incurred in connection therewith shall be borne by such Grantor.

SECTION 9. The Administrative Agent's Duties. The powers conferred on the Administrative Agent hereunder are solely to protect its interest in the Intellectual Property Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Intellectual Property Collateral in its possession and the accounting for moneys actually received by it hereunder, the Administrative Agent shall have no duty as to any Intellectual Property Collateral, whether or not the Administrative Agent or any other Secured Party has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Intellectual Property Collateral. The Administrative Agent shall exercise reasonable care in the custody and preservation of any Intellectual Property Collateral in its possession and shall accord such Intellectual Property Collateral treatment equal to that which the Administrative Agent accords its own property.

SECTION 10. Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Administrative Agent may exercise in respect of the Intellectual Property Collateral, in addition to other rights and remedies provided for herein or in any other Loan Document or otherwise available to it, all the rights and remedies of a secured party upon default under the New York Uniform Commercial Code in effect in the State of New York at such time (the "N.Y. Uniform Commercial Code") (whether or not the N.Y. Uniform Commercial Code applies to the affected Intellectual Property Collateral) and also may (i) require any and all of the Grantors to, and each Grantor hereby agrees that it will at its expense and upon request of the Administrative Agent forthwith, assemble all or part of the documents and things embodying any part of the Intellectual Property Collateral as directed by the Administrative Agent and make them available to the Administrative Agent at a place and time to be designated by the Administrative Agent; (ii) without notice except as specified below and as required by law, sell the Intellectual Property Collateral or any part thereof in one or more parcels at public or private sale, at any of the Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Administrative Agent may deem commercially reasonable; and (iii) occupy any premises owned or leased by any Grantor where documents and things embodying the Intellectual Property Collateral or any part thereof are assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to such Grantor in respect of such occupation. In the event of any sale, assignment, or other disposition of any of the Intellectual Property Collateral, the goodwill of the business connected with and symbolized by any of the Intellectual Property Collateral subject to such disposition will be included, and such Grantor will supply to the Administrative Agent or its designee such Grantor's know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Intellectual Property Collateral subject to such disposition and, including, but not limited to, such Grantor's customer lists and other records and documents relating to such Intellectual Property Collateral and to the manufacture, distribution, advertising and sale of such products and services. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made will constitute reasonable notification. The Administrative Agent shall not be obligated to make any sale of Intellectual Property Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice except as required by law, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Administrative Agent in respect of any sale of, collection from, or other realization upon, all or any part of the Intellectual Property Collateral may, in the discretion of the Administrative Agent, be held by the Administrative Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Administrative Agent pursuant to Section 11(b)), in whole or in part, by the Administrative Agent, for the ratable benefit of the Secured Parties against all or any part of the Secured Obligations in such order as the Credit Agreement may require and otherwise as the Administrative Agent may elect. Any surplus of such cash or cash proceeds held by the Administrative Agent and remaining after payment in full of all of the Secured Obligations shall

be paid over to the applicable Grantors or to whomever may be lawfully entitled to receive such surplus.

(c) The Administrative Agent may exercise any and all rights and remedies of any of the Grantors in respect of the Intellectual Property Collateral.

(d) All payments received by any Grantor in respect of the Intellectual Property Collateral shall be received in trust for the benefit of the Administrative Agent, shall be segregated from other funds of such Grantor and shall be forthwith paid over to the Administrative Agent in the same form as so received (with any necessary or desirable endorsement or assignment).

SECTION 11. Indemnity and Expenses. (a) Each of the Grantors hereby jointly or severally agrees to indemnify the Administrative Agent from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from the Administrative Agent's gross negligence or willful misconduct.

(b) The Borrower will, upon demand, pay to the Administrative Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that the Administrative Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use, or operation of, or the sale of, collection from or other realization upon, any of the Intellectual Property Collateral, (iii) the exercise or enforcement of any of the rights of the Administrative Agent or the Lender Parties hereunder or (iv) the failure by any Grantor to perform or observe any of the provisions hereof.

SECTION 12. Security Interest Absolute. The obligations of each Grantor under this Agreement are independent of the Secured Obligations, and a separate action or actions may be brought and prosecuted against any or all Grantors to enforce this Agreement, irrespective of whether any action is brought against the Borrower or whether the Borrower is joined in any such action or actions. All rights of the Administrative Agent and the pledge and security interest created hereunder, and all obligations of each Grantor hereunder, shall be absolute and unconditional, irrespective of:

(a) any lack of validity or enforceability of any Loan Document or any other agreement, instrument or document relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations or any other amendment, restatement or other modification or waiver of or any consent to any departure from any Loan Document, including, without limitation, any increase in the Secured Obligations resulting from the extension of additional credit to the Borrower or any Guarantor or any of their Subsidiaries or otherwise;



(c) any taking, exchange, release or non-perfection of any other collateral, or any taking, release or amendment, restatement, other modification or waiver of or consent to any departure from any guaranty, for all or any of the Secured Obligations;

(d) any manner of application of collateral, or proceeds thereof, to all or any of the Secured Obligations, or any manner of sale or other disposition of any collateral for all or any of the Secured Obligations or any other assets of the Borrower, any Guarantor or any of their Subsidiaries;

(e) any change, restructuring or termination of the corporate structure or existence of the Borrower or any Guarantor or any of their Subsidiaries; or

(f) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor or a third party grantor of a security interest.

SECTION 13. Amendments; Waivers; Supplements; Etc. (a) No amendment or waiver of any provision of this Agreement, and no consent to any departure by any Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Administrative Agent (and in the case of an amendment, each Grantor), and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of the Administrative Agent to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

(c) Upon the execution and delivery by any Person of an intellectual property security agreement supplement, in each case in substantially the form of Exhibit A hereto (each an "Intellectual Property Security Agreement Supplement"), (i) such Person shall be referred to as an "Additional Grantor" and shall be and become a Grantor, and each reference in this Agreement to "Grantor" shall also mean and be a reference to such Additional Grantor and each reference in any other Loan Document to a "Grantor" or a "Loan Party" shall also mean and be a reference to such Additional Grantor, and (ii) the annexes attached to each Intellectual Property Security Agreement Supplement shall be incorporated into and become a part of and supplement Schedules I, II, III and IV, as appropriate, hereto and the Administrative Agent may attach such annexes as supplements to such Schedules, and each reference to such Schedules shall mean and be a reference to such Schedules, as so supplemented.

SECTION 14. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication) and mailed, telegraphed, telecopied, telexed or delivered, if to any Grantor, addressed to it at the address set forth below its name on the signature pages hereof; if to any Additional Grantor, addressed to it at the address set forth below its name on the signature page to the Intellectual Property Security Agreement Supplement executed and delivered by such

Additional Grantor; if to the Administrative Agent, addressed to it at its address set forth in Section 8.02 of the Credit Agreement; or, as to each other party, at such other address as shall be designated by such party in a written notice to the Grantors and the Administrative Agent. All such notices and communications shall, when mailed by certified mail, return receipt requested, telegraphed, telecopied or telexed, be effective three (3) days after mailing, upon delivery to the telegraph company, upon transmission by telecopier or upon confirmation by telex answerback, respectively, addressed as aforesaid. Any party hereto may change the Person, address or telecopier number to whom or which notices are to be given hereunder, by notice duly given hereunder; provided, however, that any such notice shall be deemed to have been given hereunder only when actually received by the party to which it is addressed.

SECTION 15. Continuing Security Interest, Assignments. This Agreement shall create a continuing security interest in the Intellectual Property Collateral and shall (a) remain in full force and effect until the latest of (i) the indefeasible payment in full in cash of all of the Secured Obligations, (ii) the expiration, termination or cancellation of all of the Letters of Credit and (iii) the date of termination in whole of all Commitments under the Credit Agreement, (b) be binding upon each Grantor, its successors and assigns and (c) inure, together with the rights and remedies of the Administrative Agent hereunder, to the benefit of the Lender Parties and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Lender may assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement (including, without limitation, all or any portion of its Commitment, the Advances owing to it and the Note or Notes held by it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise, in each case as provided in Section 8.07 of the Credit Agreement.

SECTION 16. Release and Termination. (a) Upon any sale, lease, transfer or other disposition of any item of Intellectual Property Collateral in accordance with the terms of the Loan Documents, the Administrative Agent will, at the Grantors' expense, execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence the release of such item of Intellectual Property Collateral from the security interest granted hereby; provided, however, that (i) at the time of such request and such release, no Default shall have occurred and be continuing, (ii) such Grantor shall have delivered to the Administrative Agent, at least thirty (30) Business Days prior to the date of the proposed release, a written request for release describing the item of Intellectual Property Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a form of release for execution by the Administrative Agent and a certification by such Grantor to the effect that the transaction is in compliance with the Loan Documents and as to such other matters as the Administrative Agent may request and (iii) the proceeds of any such sale, lease, transfer or other disposition required to be applied in accordance with Section 2.06 of the Credit Agreement shall be paid to, or in accordance with the instructions of, the Administrative Agent at the closing and (v) the Administrative Agent shall have approved such sale, lease, transfer or other disposition in writing.

(b) Upon the latest of (i) the indefeasible payment in full in cash of the Secured Obligations, (ii) the expiration, termination or cancellation of all of the Letters of Credit and (iii) the date of termination in whole of all Commitments under the Credit Agreement, the pledge and security interest granted by each of the Grantors hereby shall terminate and all rights to the Intellectual Property Collateral shall revert to the appropriate Grantor. Upon any such termination, the Administrative Agent will, upon receipt of a written request and at the Grantors' expense, execute and deliver to the appropriate Grantor such documents as such Grantor shall reasonably request to evidence such termination.


SECTION 17. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 18. Governing Law; Terms. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to its conflicts of law principles), except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of the Intellectual Property Collateral are governed by the laws of a jurisdiction other than the State of New York. Unless otherwise defined herein or in the Credit Agreement, terms used in Article 9 of the N.Y. Uniform Commercial Code are used herein as therein defined.

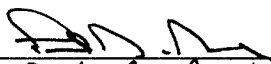
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer, thereunto duly authorized, as of the date first above written.

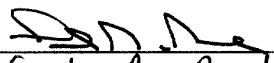
PRIVATE BUSINESS, INC.

By:   
Name: Fred P. Read  
Title: CFO + Vice President  
Address: 9010 Overlook Blvd.  
Brentwood, Tennessee 37027

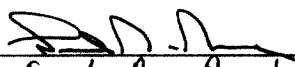
PRIVATE BUSINESS CAPITAL, INC.,

By:   
Name: Fred P. Read  
Title: CFO + Vice President  
Address: 9010 Overlook Blvd.  
Brentwood, Tennessee 37027

PRIVATE BUSINESS INSURANCE, INC.

By:   
Name: Fred P. Read  
Title: CFO + Vice President  
Address: 9010 Overlook Blvd.  
Brentwood, Tennessee 37027

PRIVATE BUSINESS PROCESSING, INC.

By:   
Name: Fred P. Read  
Title: CFO + Vice President  
Address: 9010 Overlook Blvd.  
Brentwood, Tennessee 37027

ACCEPTED:

FLEET NATIONAL BANK, AS ADMINISTRATIVE AGENT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer, thereunto duly authorized, as of the date first above written.

PRIVATE BUSINESS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

PRIVATE BUSINESS CAPITAL, INC.,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

PRIVATE BUSINESS INSURANCE, INC.


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

PRIVATE BUSINESS PROCESSING, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

ACCEPTED:

FLEET NATIONAL BANK, AS ADMINISTRATIVE AGENT

By:   
Name: STEPHEN CURRAN  
Title: AVP



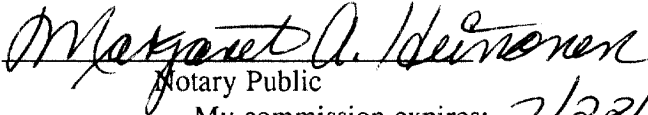






COMMONWEALTH OF MASSACHUSETTS )  
 ) ss:  
COUNTY OF SUFFOLK )

On the 7<sup>th</sup> day of August 1998, before me personally came Fred P. Read to me known, who, before me duly sworn, did depose and say that he is Chief Financial Officer and Vice President of Private Business Processing, Inc., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

  
Notary Public  
My commission expires: 7/22/99

[Notarial Seal]

**SCHEDULE I**  
**PATENT AND PATENT APPLICATIONS**

**None**

**193511 - 2**

**TRADEMARK**  
**REEL: 1774 FRAME: 0268**

## SCHEDULE II

### TRADEMARK REGISTRATIONS AND APPLICATIONS

PBI has registered and owns the rights to the following marks:

CASH FLOW MAXIMIZER - Registration # 2029166 - for computer software and for use by financial institutions for handling accounts receivables.

CASH FLOW MAXIMIZER - Registration # 2029167 - for financial consulting services, namely assisting financial institutions in the implementation of accounts receivable financing.

BUSINESS MANAGER - Registration # 1808873 - for computer software and for use by financial institutions for handling accounts receivables, and for financial consulting services; namely to assist financial institutions in the implementation of accounts receivable financing.

FLEX-O-PAY - Registration # 1102324 - for banking services, the purchase of accounts receivable from participating stores and collecting from customers through banks.

BUSINESS DIRECT - Registration # 2077339 - for business services, assisting businesses with accounts receivable management; promoting the travel and lodging services of others through the distribution of discount cards; and providing to businesses and their employees information about products.

BUSINESS DIRECT - Registration # 2065467 - for assisting small businesses to access their bank accounts and other bank information by computer.

**[Note: "National Association of Private Businesses," "Bank Director" and "Acquire or Be Acquired" are not marks owned by the Loan Parties.]**

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SCHEDULE III  
COPYRIGHT REGISTRATIONS AND APPLICATIONS

None

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TRADEMARK  
REEL: 1774 FRAME: 0270

## **SCHEDULE IV**

### **LICENSES**

#### **PBI as Licensor:**

**Standard PBI end user License Agreements for the Business Manager software between PBI and its client banks and financial institutions listed on Attachment 1 hereto.**

#### **PBI as Licensee:**

**Software License Agreement for OverQuota between MFJ International and PBI dated July 1, 1998.**

**Various software license agreements with the licensors shown on Attachment 2 hereto.**

**List of Banks Active on Business Manager**

Page 1 of 28

Sorted By Contract Date in Descending Order

Bank	City	State	Contract Date
Spencer State Bank	Spencer	WI	3/31/98
Resource Bank, National Association	Dallas	TX	3/27/98
BankWest of Nevada	Las Vegas	NV	3/19/98
Shelby County State Bank	Shelbyville	IL	3/16/98
Nazareth National Bank & Trust Co.	Nazareth	PA	2/19/98
UnionBank	Streator	IL	1/28/98
First National Bank	Pontotoc	M	1/21/98
AMCORE Consumer Finance Company	Rockford	IL	1/20/98
Farmers Trust and Savings Bank	Spencer	IA	1/19/98
Equitable Bank	Ft Lauderdale	FL	12/31/97
F&M Bank-Lakeland	Woodruff	WI	12/30/97
F&M Bank-Portage County	Stevens Point	WI	12/30/97
Auburn State Bank	Auburn	NE	12/23/97
The First National Bank of Homestead	Homestead	FL	12/17/97
First National Bank of Fredericksburg	Fredericksburg	PA	12/17/97
First National Bank	Minot	ND	12/15/97
Ossian State Bank	Ossian	IN	12/15/97
Macon Bank	Franklin	NC	12/15/97
Preston National Bank	Dallas	TX	12/9/97
Commonwealth Bank	Richmond	VA	12/4/97
First National Bank	Platteville	WI	12/4/97
The First Bank of Stuart	Stuart	VA	11/26/97
The First Capital Bank	Louisville	KY	11/25/97
Citrus Bank	Kissimmee	FL	11/20/97
Hamlin National Bank	Hamlin	TX	11/13/97
AmSouth Bank of Alabama	Birmingham	AL	11/12/97
Phenix-Girard Bank	Phenix City	AL	11/6/97
American Bank	Eau Claire	WI	10/30/97
Greenbrier Valley National Bank	Lewisburg	W	10/30/97
Heritage Bank	Louisville	C	10/28/97
The Citizens Bank	Hickman	KY	10/27/97
First National Bank of Cortland	Cortland	NY	10/23/97
Spiro State Bank	Spiro	OK	10/22/97
Palm Beach National Bank	Palm Beach	FL	10/22/97
Rolling Hills Bank & Trust	Atlantic	IA	10/22/97
Community Savings Bank	Edgewood	IA	10/21/97
First National Bank of Steeleville	Steeleville	IL	10/17/97
Firststate Bank of Colorado	Northglenn	C	10/16/97

## List of Banks Active on Business Manager

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Sorted By Contract Date in Descending Order

Bank	City	State	Contract Date
Big Lake Bank, N. A.	Del Rio	TX	10/14/97
Irwin Union Bank and Trust Company	Columbus	IN	10/8/97
First National Bank	Cloverdale	IN	10/7/97
Plumas Bank	Quincy	CA	10/2/97
Peoples Bank of California	Los Angeles	CA	9/30/97
National Bank of Commerce	Kingfisher	OK	9/26/97
National Bank of Commerce	Oklahoma City	OK	9/26/97
Gibbsland Bank & Trust Company	Arcadia	LA	9/24/97
The City National Bank & Trust Company	Guymon	OK	9/23/97
First Charter National Bank	Concord	NC	9/18/97
The First National Bank of Farmington	Farmington	N	9/18/97
Provident Bank	Saint Joseph	M	9/18/97
Armstrong Bancshares	Muskogee	OK	9/17/97
Farmers First Bank	Lititz	PA	9/11/97
The First National Bank of Pryor Creek	Pryor	OK	9/11/97
Pioneer Bank	Sergeant Bluff	IA	9/9/97
First State Bank	Albuquerque	N	9/7/97
City National Bank	Lawton	OK	9/5/97
Marshall National Bank & Trust Company	Marshall	VA	9/3/97
Juniper Banking Company	Bend	O	9/3/97
Community Bank	Katy	TX	8/27/97
Peoples State Bank of Groveland	Groveland	FL	8/26/97
Goodhue County National Bank	Red Wing	M	8/22/97
National Bank of Commerce	Lincoln	NE	8/18/97
Yellow Medicine County Bank	Granite Falls	M	8/15/97
The National Bank of Sussex County	Branchville	NJ	8/8/97
TransAmerica	Brentwood	TN	8/1/97
First National Bank of Kansas	Overland Park	KS	7/30/97
Union Bank of Florida	Lauderhill	FL	7/30/97
First Bank of Clewiston	Clewiston	FL	7/25/97
Tysons National Bank	McLean	VA	7/22/97
First American National Bank of Pennsylvania	Everett	PA	7/22/97
McFarland State Bank	McFarland	WI	7/22/97
Bank of York	York	SC	7/22/97
Texas National Bank	Sweetwater	TX	7/21/97
Osgood State Bank	Osgood	O	7/21/97
American Heritage National Bank	Saint Cloud	M	7/21/97
FirstBank	Texarkana	TX	7/10/97

TRADEMARK  
REEL: 1774 FRAME: 0273

**List of Banks Active on Business Manager**

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Sorted By Contract Date in Descending Order

Bank	City	State	Contract Date
American Independent Bank	Burbank	CA	7/9/97
Citizens National Bank of Hope	Hope	AR	7/7/97
The Empire National Bank of Traverse City	Traverse City	MI	7/3/97
Greater Rome Bank	Rome	GA	6/30/97
Citizens Bank & Trust Co.	Tunica	M	6/26/97
Southern Credit Services	Winston Salem	NC	6/26/97
Community Bank of Arizona	Wickenburg	AZ	6/25/97
Pend Oreille Bank	Ponderay	ID	6/20/97
Midland American Bank	Midland	TX	6/19/97
Citizens Bank & Trust Co.	Baton Rouge	LA	6/13/97
First National Bank	Rotan	TX	6/13/97
F & M Bank-Peoples	Warrenton	VA	6/12/97
BankDallas, SSB	Dallas	TX	6/5/97
United States National Bank	Johnstown	PA	5/30/97
Coffee County Bank	Douglas	GA	5/30/97
First American Bank, N.A.	Woodward	OK	5/29/97
Liberty Bank	North Richland Hills	TX	5/28/97
First Farmers Bank and Trust	Converse	IN	5/27/97
Texas First Bank	Kemah	TX	5/27/97
Dacotah Bank	Lemmon	SD	5/23/97
Dacotah Bank	Watertown	SD	5/23/97
Dacotah Bank	Clark	SD	5/23/97
Dacotah Bank	Faulkton	SD	5/23/97
Dacotah Bank	Sisseton	SD	5/23/97
Dacotah Bank	Webster	SD	5/23/97
Dacotah Bank	Mobridge	SD	5/23/97
Dacotah Bank	Aberdeen	SD	5/23/97
Dacotah Bank	Sioux Falls	SD	5/23/97
First Commercial Bank	Huntsville	AL	5/22/97
First National Bank in Green Forest	Harrison	AR	5/21/97
Bank of Pullman	Pullman	W	5/19/97
Vanguard Bank & Trust Company	Valparaiso	FL	5/19/97
Las Vegas Business Bank	Las Vegas	NV	5/16/97
The Palmetto Bank	Laurens	SC	5/16/97
The State Bank	Fenton	MI	5/16/97
Founders Bank of Arizona	Scottsdale	AZ	5/14/97
Farmers & Merchants Savings Bank	Cedar Rapids	IA	5/14/97
Main Street Bank	Covington	GA	5/1/97



## List of Banks Active on Business Manager

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Sorted By Contract Date in Descending Order

Bank	City	State	Contract Date
City National Bank of Fort Smith	Fort Smith	AR	4/30/97
Lawrence Savings Bank	Lawrence	M	4/29/97
Wilber National Bank	Oneonta	NY	4/28/97
Community Bank	Waynesburg	PA	4/28/97
Citizens Federal Bank	Dayton	O	4/23/97
Catawba Valley Bank	Hickory	NC	4/23/97
First State Bank	New London	WI	4/22/97
Beverly National Bank	Matteson	IL	4/21/97
First Western Bank, NA	Atkinson	NE	4/21/97
Commercial Bank	Alma	MI	4/9/97
Canyon Creek National Bank	Richardson	TX	4/9/97
Colorado East Bank & Trust	Lamar	C	4/8/97
Three Rivers Bank	Monroeville	PA	4/4/97
Merchants Bank	Jackson	AL	4/2/97
Farmers & Merchants National Bank	West Point	NE	3/31/97
Dakota County State Bank	South Sioux City	NE	3/31/97
Comhusker Bank	Lincoln	NE	3/27/97
Advantage Bank	Kenosha	WI	3/27/97
Valley Bank Minnesota	Jordan	M	3/27/97
American State Bank	Osceola	IA	3/27/97
Bank of Bennington	Bennington	NE	3/25/97
Southview Bank	South St. Paul	M	3/20/97
Farmers State Bank	Marion	IA	3/20/97
State Bank of Chanhassen	Chanhassen	M	3/17/97
First National Bank	San Diego	CA	3/14/97
Park National Bank	Minneapolis	M	3/12/97
Citizens Union Bank	Shelbyville	KY	3/7/97
Alliance Banking Company	New Buffalo	MI	3/6/97
Triangle Bank	Durham	NC	3/6/97
Domestic Bank	Cranston	RI	2/28/97
National Bank of Arkansas	North Little Rock	AR	2/27/97
Citizens Bank	Marion	AR	2/27/97
Bank of Stockdale	Bakersfield	CA	2/26/97
BankPlus	Canton	M	2/25/97
Princeton Bank	Saint Paul	M	2/25/97
SouthTrust Bank of S.E. Florida	Lake Worth	FL	2/21/97
Union Planters Bank , N.A.	Jonesboro	AR	2/7/97
Bright National Bank	Lafayette	IN	2/5/97

TRADEMARK

REEL: 1774 FRAME: 0275

## List of Banks Active on Business Manager

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Sorted By Contract Date in Descending Order

Bank	City	State	Contract Date
Private Business Capital, LLC	Brentwood	TN	2/1/97
Peoples Bank of Louisiana	Amite	LA	1/31/97
State Bank of Lizton	Lizton	IN	1/31/97
First National Bank & Trust Co of Ardmore	Ardmore	OK	1/31/97
Farmers and Mechanics Bank	Galesburg	IL	1/30/97
City Commerce Bank	Santa Barbara	CA	1/22/97
Eagle Bank and Trust	Statesboro	GA	1/21/97
Mercantile Bank	Cape Girardeau	MO	1/20/97
Citizens National Bank of Norwalk	Norwalk	OH	1/17/97
Community Bank of Grafton	Grafton	WI	1/17/97
Citizens Bank & Savings Company	Russellville	AL	1/13/97
First Farmers & Merchants Natl Bank	Columbia	TN	1/9/97
First Gaston Bank	Gastonia	NC	1/7/97
Springfield Institution for Savings	Springfield	MA	12/31/96
Citizens Bank	Batesville	AR	12/31/96
Trustmark National Bank	Brandon	MS	12/30/96
Maritime Bank & Trust Company	Essex	CT	12/30/96
Mercantile Bank of Western Iowa	Pella	IA	12/30/96
The Oneida Valley National Bank of Oneida	Oneida	NY	12/27/96
Valley Bank	North Mankato	MA	12/24/96
Northeast Bank, F.S.B.	Lewiston	MA	12/23/96
Irwin Bank & Trust Company	Irwin	PA	12/23/96
Security State Bank of Wykoff	Wykoff	MA	12/23/96
United Bank	Atmore	AL	12/17/96
The First National Bank of Anchorage	Anchorage	AK	12/16/96
Milwaukee Western Bank	Milwaukee	WI	12/13/96
Greer State Bank	Greer	SC	12/12/96
Merchants & Planters Bank, N.A.	Camden	AR	12/12/96
Signal Bank, Inc.	Eagan	MA	12/12/96
First National Bank	Siloam Springs	AR	12/11/96
Enterprise National Bank	Memphis	TN	12/2/96
State Bank	La Grange	TX	12/2/96
First National Bank	Sidney	NE	11/27/96
Peoples Bank	Mendenhall	MA	11/26/96
Decatur Bank and Trust Company	Decatur	IN	11/20/96
Citizens National Bank	Valley	AL	11/19/96
The National Bank of Carmi	Carmi	IL	11/19/96
Farmers & Merchants Bank	Lonoke	AR	11/18/96

## List of Banks Active on Business Manager

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Sorted By Contract Date in Descending Order

Bank	City	State	Contract Date
Capital Bank & Trust Company	Albany	NY	11/15/96
Northeast State Bank	Minneapolis	M	11/13/96
Bank 21	Carrollton	M	11/11/96
United Nebraska Bank	Holdrege	NE	11/7/96
Central Illinois Bank	Decatur	IL	11/6/96
Central Illinois Bank	Morton	IL	11/6/96
F & M Bank-Northeast	Pulaski	WI	11/5/96
Huntington National Bank	Holland	MI	10/31/96
The First National Bank of Berryville	Berryville	AR	10/31/96
Flanagan State Bank	Flanagan	IL	10/30/96
American Trust Bank	Cumberland	M	10/25/96
Northern Central Bank	Williamsport	PA	10/25/96
Pennsylvania National Bank	Hamburg	PA	10/25/96
The Huntington National Bank	Noblesville	IN	10/23/96
Lexington State Bank	Lexington	NC	10/22/96
Bank of Ohio County	Dundee	KY	10/16/96
Bank of Weston	Weston	M	10/15/96
Rocky Mountain Bank	Stevensville	MT	10/15/96
South Pointe Bank	Marion	IL	10/9/96
Community First National Bank	Alliance	NE	10/7/96
Covington County Bank	Andalusia	AL	10/3/96
Keystone Bank	Horsham	PA	9/30/96
Valley of the Rogue Bank	Medford	O	9/26/96
First National Bank	Clinton	KY	9/25/96
Commerce Bank	Albertville	AL	9/23/96
First National Bank of Eastern Arkansas	Forrest City	AR	9/19/96
Southland Bank	Dothan	AL	9/19/96
Farmers & Merchants Bank	Piedmont	AL	9/17/96
The Bank of Delmar, NA	Seaford	DE	9/16/96
The Twentieth Street Bank	Huntington	W	9/16/96
First Southwest Bank	Jennings	LA	9/2/96
BankWest, Inc	Pierre	SD	9/2/96
First State Bank	Warner	SD	8/30/96
Colonial Bank of South Florida	Miami Beach	FL	8/29/96
Deposit Guaranty	Gonzales	LA	8/25/96
Deposit Guaranty National Bank	Denham Springs	LA	8/25/96
Ackley State Bank	Ackley	IA	8/23/96
Effingham State Bank	Effingham	IL	8/22/96

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Sorted By Contract Date in Descending Order

Bank	City	State	Contract Date
Merchants and Farmers Bank	West Helena	AR	8/21/96
First National Bank of Magnolia	Magnolia	AR	8/14/96
Western Security Bank	Scottsdale	AZ	8/14/96
Teutopolis State Bank	Teutopolis	IL	8/12/96
STAR Financial Bank	Columbia City	IN	8/1/96
Camden National Bank	Camden	M	7/31/96
Bank of Yorba Linda	Huntington	CA	7/31/96
United Bank	Bangor	M	7/31/96
Independence Bank, National Association	Houston	TX	7/31/96
Issaquah Bank	Issaquah	W	7/26/96
Farmers and Merchants Bank	Centre	AL	7/25/96
Republic Bank, Inc	Duluth	M	7/25/96
Rocky Mountain Bank	Chandler	AZ	7/23/96
Lawrenceburg National Bank	Lawrenceburg	KY	7/19/96
The First National Bank in Ogallala	Ogallala	NE	7/19/96
Panhandle State Bank	Ponderay	ID	7/18/96
Amcore Bank, Clinton	Clinton	WI	7/17/96
Castle Bank Harvard, N.A.	Harvard	IL	7/17/96
Valley Community Bank	Duvall	W	7/17/96
The Bank of Santa Fe	Santa Fe	N	7/16/96
The Home Bank	Guntersville	AL	7/15/96
Community State Bank	Houston	TX	7/12/96
Citizens Trust Bank	Atlanta	GA	7/11/96
The Farmers Bank	Portland	TN	7/5/96
Old Line National Bank	Waldorf	M	6/28/96
Citizens Bank	Leon	IA	6/28/96
Bank of Prattville	Prattville	AL	6/28/96
Northern Bank of Commerce	Portland	O	6/28/96
Pennsylvania Capital Bank	Pittsburgh	PA	6/26/96
The National Bank of Texas at Fort Worth	Fort Worth	TX	6/21/96
Carroll County State Bank	Carroll	IA	6/21/96
DeWitt Bank and Trust Company	DeWitt	IA	6/20/96
Eastern American Bank	Herndon	VA	6/20/96
Totalbank	Miami	FL	6/18/96
Huntington National Bank	Portland	MI	6/12/96
Rock Hill Bank & Trust	Rock Hill	SC	6/11/96
F & M Bank - Northern Virginia	Alexandria	VA	6/11/96
Gloucester Bank & Trust Company	Gloucester	M	6/11/96

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Bank	City	State	Contract Date
F&M Bank	Watertown	SD	6/10/96
Mahoning National Bank	Youngstown	O	6/7/96
Four Oaks Bank & Trust Company	Four Oaks	NC	6/3/96
Northwoods State Bank	Northwood	IA	6/3/96
Farmers National Bank	Danville	KY	5/30/96
The Citizens National Bank	Greenleaf	KS	5/23/96
Security State Bank	Chehalis	W	5/23/96
Riverside Bank	Poughkeepsie	NY	5/16/96
Comstock Bank	Reno	NV	5/15/96
Community Bank of Nevada	Las Vegas	NV	5/15/96
Resource Bank, NA	DeKalb	IL	5/8/96
Bank of Ashland	Ashland	KY	5/3/96
State Bank & Trust	Colorado Springs	C	4/30/96
Sterling Bank & Trust Company	Baltimore	M	4/30/96
Bank of Lenawee	Adrian	MI	4/30/96
Ballston Spa National Bank	Ballston Spa	NY	4/29/96
First United Bank	Lubbock	TX	4/26/96
Randolph Bank & Trust Company	Asheboro	NC	4/26/96
Bank of Cabot	Cabot	AR	4/24/96
Fidelity State Bank & Trust Company	Topeka	KS	4/24/96
Richfield Bank & Trust Co	Richfield	M	4/20/96
First Bank of Newton	Newton	KS	4/18/96
Security State Bank	Abilene	TX	4/18/96
Amcore Bank	Mount Horeb	WI	4/17/96
University State Bank	Houston	TX	4/11/96
Sun City Bank	Sun City	AZ	4/10/96
The First National Bank	Ottawa	IL	4/8/96
Capital City Bank	Tallahassee	FL	4/4/96
Hancock Bank	Gulfport	M	4/2/96
Douglas County Bank & Trust Co	Omaha	NE	4/1/96
The First National Bank of Pandora	Pandora	O	3/29/96
First National Bank of Southwestern Ohio	Hamilton	O	3/28/96
Dauphin National Bank	Harrisburg	PA	3/28/96
Drovers & Mechanics Bank	York	PA	3/28/96
CorTrust Bank	Sioux Falls	SD	3/27/96
Regions Bank of Louisiana	Shreveport	LA	3/26/96
Peoples Bank and Trust Company	Hazard	KY	3/19/96
Chemical Bank Key State	Owosso	MI	3/15/96

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Sorted By Contract Date in Descending Order

Bank	City	State	Contract Date
The First National Bank of Liberal	Liberal	KS	3/14/96
West Central Bank	Wheaton	M	3/14/96
Peoples Bank of Northern KY, Inc.	Covington	KY	3/12/96
First National Bank of Silsbee	Silsbee	TX	3/7/96
First Bank & Trust	Groves	TX	3/7/96
Spivey State Bank	Swainsboro	GA	3/7/96
Community First Bank & Trust	Celina	O	3/6/96
Bank of the Southwest	Dallas	TX	3/6/96
Viking Community Bank	Seattle	W	3/1/96
Springdale Bank & Trust	Springdale	AR	2/29/96
Peoples State Bank	Wyalusing	PA	2/28/96
Orrstown Bank	Shippensburg	PA	2/27/96
Grafton State Bank	Grafton	WI	2/27/96
F&M Bank-Martinsburg, Inc.	Martinsburg	W	2/15/96
Merchants State Bank	Freeman	SD	2/15/96
First National Bank and Trust Company	Broken Arrow	OK	2/9/96
Rocky Mountain Bank	Billings	MT	2/6/96
First Community Bank	Chatom	AL	2/1/96
First American Bank & Trust	Madison	SD	1/25/96
Farmers State Bank	Breckenridge	MI	1/23/96
Troy Bank & Trust Company	Troy	AL	1/22/96
Bank of Winnfield & Trust Company	Winnfield	LA	1/17/96
Peoples Bank of Kent County, MD	Chestertown	M	1/11/96
First National Bank	Plainview	M	1/11/96
Capital Bank of North County	Vista	CA	1/10/96
First Fidelity Bank, NA	Oklahoma City	OK	1/8/96
Farmers State Bank	LaGrange	IN	1/8/96
Mahopac National Bank	Mahopac	NY	1/4/96
The Home Bank	Ducktown	TN	1/4/96
Union Planters	Decatur	AL	1/3/96
Brenton Bank, NA	Des Moines	IA	12/29/95
FirstBank Southwest, N.A.	Amarillo	TX	12/27/95
Idaho Independent Bank	Coeur D'Alene	ID	12/27/95
The Luzerne National Bank	Luzerne	PA	12/22/95
The First National Bank of Fairfield	Fairfield	MT	12/22/95
Citizens State Bank	Choleau	MT	12/22/95
Cayuga Bank	Auburn	NY	12/22/95
First State Bank	Goshen	IN	12/22/95

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Bank	City	State	Contract Date
First Citizens Bank of Clayton Co./Fayette	Riverdale	GA	12/22/95
ChoiceOne Bank	Sparta	MI	12/21/95
The Port Washington State Bank	Port Washington	WI	12/20/95
Peoples National Bank	Monument	C	12/20/95
Bernville Bank, N.A.	Bernville	PA	12/20/95
Carnegie Bank, NA	Princeton	NJ	12/19/95
First Security Bank & Trust	Charles City	IA	12/19/95
Citizens Bank and Trust Company	Chillicothe	M	12/19/95
Sunflower Bank	Dodge City	KS	12/14/95
The Ohio Bank	Findlay	O	12/13/95
Mid-State Bank	State College	PA	12/12/95
Bankers Trust Company	Des Moines	IA	12/11/95
Peoples Bank of Taos	Ranchos De Taos	N	12/11/95
First Valley National Bank	Lancaster	CA	12/8/95
Fort Wayne National Bank	Fort Wayne	IN	12/7/95
West Alabama Bank & Trust	Reform	AL	12/6/95
American Trust / Washington County	Williamsport	M	12/1/95
SouthTrust Bank of Georgia, NA	Atlanta	GA	12/1/95
United Bank, N.A.	Bucyrus	O	11/30/95
Farmers State Bank	Superior	NE	11/30/95
San Joaquin Bank	Bakersfield	CA	11/29/95
Robertson Banking Company	Demopolis	AL	11/27/95
Peninsula State Bank	Englewood	FL	11/21/95
Citizens Bank & Trust Company	Springhill	LA	11/20/95
The Monroe County Bank	Monroeville	AL	11/16/95
Visalia Community Bank	Visalia	CA	11/15/95
Linn State Bank	Linn	M	11/15/95
The First National Bank of Wetumpka	Wetumpka	AL	11/15/95
First National Bank of Missouri	Lee's Summit	M	11/13/95
Empire Bank	Wichita	KS	11/9/95
Trenton Savings Bank	Burlington	NJ	11/8/95
The First Security Bank	Fort Morgan	C	11/3/95
First State Bank	Harrah	OK	11/2/95
Churubusco State Bank	Churubusco	IN	11/2/95
Colorado State Bank and Trust	Denver	C	11/2/95
Peoples National Bank & Trust	Ottawa	KS	11/1/95
Citizens Security Bank & Trust Company	Bixby	OK	11/1/95
First National Bank	Kokomo	IN	10/31/95

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Bank	City	State	Contract Date
First State Bank	Kansas City	KS	10/30/95
Continental Pacific Bank	Vacaville	CA	10/27/95
The First National Bank of Portland	Portland	IN	10/25/95
Northern State Bank	Thief River Falls	M	10/25/95
Marquette Bank of South Dakota	Britton	SD	10/19/95
Farmers and Merchants Bank	Huron	SD	10/19/95
The First National Bank	Patoka	IL	10/18/95
Bank of Benton	Benton	KY	10/16/95
Calvert Bank	Calvert City	KY	10/16/95
Holladay Bank & Trust	Salt Lake City	UT	10/11/95
Republic Bank of Norman	Norman	OK	10/10/95
Century South Banks, Inc.	Dahlonega	GA	10/10/95
F&M Bank-Appleton	Appleton	WI	10/10/95
Lebanon Valley National Bank	Lebanon	PA	10/10/95
Security State Bank	Bemidji	M	10/10/95
Hebron Deposit Bank	Hebron	KY	10/6/95
Citizens Bank of Western Indiana	Terre Haute	IN	10/6/95
Farmers and Merchants State Bank of Spri	Springfield	M	10/4/95
Rocky Mountain Bank & Trust	Florence	C	10/4/95
Commercial Bank of Leadville	Leadville	C	10/4/95
State Bank & Trust Company	New Ulm	M	9/27/95
The Peoples National Bank and Trust	Burlington	KS	9/25/95
Mercantile Bank of Topeka	Topeka	KS	9/21/95
Berkshire Bank	Pittsfield	M	9/19/95
The Muncy Bank and Trust Company	Muncy	PA	9/14/95
The Security State Bank of Hibbing	Hibbing	M	9/12/95
First National Summit Bank	Gunnison	C	9/9/95
The Bank of South Carolina	Charleston	SC	9/8/95
Frances Slocum Bank and Trust Company	Wabash	IN	9/7/95
Metro Commerce Bank, N. A.	San Rafael	CA	9/5/95
First National Bank of Olathe	Olathe	KS	8/31/95
Intercity State Bank	Schofield	WI	8/30/95
Community National Bank of Grand Forks	Grand Forks	ND	8/30/95
Northwest Georgia Bank	Ringgold	GA	8/28/95
Day County Bank	Webster	SD	8/28/95
Commercial Business Finance	Winter Park	FL	8/28/95
Inland Northwest Bank	Spokane	W	8/28/95
George Mason Bank	Fairfax	VA	8/25/95



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Bank	City	State	Contract Date
First Charter Bank, NA	Beverly Hills	CA	8/24/95
Thayer County Bank	Hebron	NE	8/22/95
Washington State Bank	Federal Way	W	8/22/95
F&M Bank/Massanutten	Harrisonburg	VA	8/17/95
Union Planters of Houston	Houston	M	8/15/95
Community Bank	Plymouth	WI	8/15/95
Franklin National Bank	Franklin	TN	8/14/95
Financial Trust Company	Hanover	PA	8/14/95
Financial Trust Company	Chambersburg	PA	8/14/95
Farmers Trust Company	Carlisle	PA	8/14/95
The First National Bank of Scott City	Scott City	KS	8/14/95
San Diego National Bank	San Diego	CA	8/10/95
Empire Bank	Springfield	M	8/10/95
Bank of Tennessee	Johnson City	TN	8/4/95
The Boone County National Bank of Colum	Columbia	M	7/31/95
PlazaBank, NA	San Antonio	TX	7/28/95
Union Planters of Batesville	Batesville	M	7/27/95
Community First National Bank	Phoenix	AZ	7/26/95
McCook National Bank	McCook	NE	7/19/95
First State Bank & Trust	Beckley	W	7/14/95
The First National Bank	Harrisburg	IL	7/14/95
Peoples State Bank	Clarksburg	W	7/14/95
Fidelity State Bank	Garden City	KS	7/13/95
American National Bank of Sarpy County	Papillion	NE	7/10/95
American National Bank & Trust	Omaha	NE	7/10/95
American National Bank	Tecumseh	NE	7/6/95
Champaign National Bank and Trust	Urbana	O	6/30/95
Westside Bank & Trust	Marietta	GA	6/30/95
Metropolitan National Bank	Youngstown	O	6/30/95
County National Bank of South Florida	North Miami Beach	FL	6/30/95
First Bank	Strasburg	VA	6/29/95
American National Bank	Corpus Christi	TX	6/28/95
Los Angeles National Bank	Buena Park	CA	6/28/95
Exchange National Bank and Trust Co	Ardmore	OK	6/28/95
Charlotte State Bank	Port Charlotte	FL	6/28/95
Hastings State Bank	Hastings	NE	6/27/95
Farmers' State Bank	Willmar	M	6/23/95
St. Johns Bank & Trust Co.	Saint Louis	M	6/21/95

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Bank	City	State	Contract Date
BankFirst	Knoxville	TN	6/21/95
National Bank of North East	North East	PA	6/21/95
Ocala National Bank	Ocala	FL	6/20/95
First National Bank in Lockney	Lockney	TX	6/19/95
Roseville 1st National Bank	Roseville	CA	6/15/95
The Callaway Bank	Fulton	M	6/13/95
State Bank	Benkelman	NE	6/9/95
AmFirst Bank, NA	McCook	NE	6/9/95
Fowler State Bank	Fowler	IN	6/7/95
Safety Fund National Bank	Fitchburg	M	6/5/95
Belgrade State Bank	Potosi	M	6/1/95
The First National Bank of Van Alstyne	Van Alstyne	TX	6/1/95
Lea County State Bank	Hobbs	N	5/31/95
First Pacific National Bank	San Marcos	CA	5/31/95
County National Bank	Clearfield	PA	5/31/95
The Pauls Valley National Bank	Pauls Valley	OK	5/30/95
Glacier Bank	Kalispell	MT	5/30/95
The Farmers Bank	Frankfort	IN	5/25/95
First State Bank of St Charles	Saint Charles	M	5/24/95
First American Bank and Trust Company	Purcell	OK	5/23/95
Humble National Bank	Humble	TX	5/23/95
The First National Bank of Bryan	Bryan	TX	5/22/95
WesBanco	Parkersburg	W	5/22/95
Bank of Homewood	Homewood	IL	5/18/95
The First National Bank	Saint John	KS	5/17/95
First Community Bank & Trust	Cartersville	GA	5/16/95
Hancock Bank of Louisiana	Baton Rouge	LA	5/16/95
Farmers and Merchants Bank	Clarksville	TN	5/16/95
Central Pacific Bank	Honolulu	HI	5/12/95
Central Bank	Monroe	LA	5/10/95
New Era Bank	Fredericktown	M	5/10/95
Commercial National Bank	Beeville	TX	5/9/95
Resource Bank	Virginia Beach	VA	5/8/95
South Chicago Bank	Chicago	IL	5/6/95
First National Bank of San Benito	San Benito	TX	5/5/95
Phelps County Bank	Rolla	M	5/3/95
Exchange National Bank	Jefferson City	M	5/1/95
Mohave State Bank	Lake Havasu City	AZ	5/1/95

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Sorted By Contract Date in Descending Order

Bank	City	State	Contract Date
American River Bank	Sacramento	CA	4/28/95
First American Bank, N.A.	Crookston	M	4/27/95
Texas Bank and Trust, National Associatio	Dallas	TX	4/24/95
Citizens Bank	New Tazewell	TN	4/24/95
First National Bank of Huntington	Huntington	IN	4/24/95
Union Planters of Columbus	Columbus	M	4/21/95
United Bank	Greenfield	M	4/20/95
Vermont National Bank	Brattleboro	VT	4/20/95
Bank of McCreary County	Whitley City	KY	4/18/95
The First National Bank of Powell	Powell	W	4/17/95
First Trust & Savings Bank	Oneida	TN	4/17/95
Progressive Bank	Winnsboro	LA	4/13/95
OneCentral	Glendale	CA	4/13/95
Valley Bank	Sweetwater	TN	4/13/95
First Bank of Frederick	Frederick	M	4/11/95
The Hannibal National Bank	Hannibal	M	4/5/95
NBT Bank, NA	Norwich	NY	4/3/95
First Northern National Bank	Manistique	MI	3/31/95
First State Bank	Clute	TX	3/30/95
Union Planters of Greenwood	Greenwood	M	3/29/95
First-Knox National Bank	Mt. Vernon	O	3/29/95
Union Planters of Kosciusko	Kosciusko	M	3/29/95
City National Bank	Charleston	W	3/28/95
United Southern Bank	Eustis	FL	3/28/95
Ireland Bank	Malad City	ID	3/28/95
Peoples National Bank	Point Pleasant	W	3/28/95
Marathon National Bank	Los Angeles	CA	3/23/95
Wadena State Bank	Wadena	M	3/23/95
Citizens National Bank of Springfield	Springfield	M	3/22/95
SouthTrust Bank of North Carolina	Raleigh	NC	3/22/95
First National Bank	Christiansburg	VA	3/20/95
Citizens National Bank	Fort Scott	KS	3/17/95
The Bank of Gwinnett County	Lawrenceville	GA	3/17/95
Bank of Raleigh, Inc.	Beckley	W	3/16/95
Peninsula Bank of San Diego	San Diego	CA	3/16/95
Bank of Bartlett	Bartlett	TN	3/15/95
Bank of Eastern Idaho	Idaho Falls	ID	3/15/95
The First National Bank in Ronceverte	Ronceverte	W	3/14/95

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Bank	City	State	Contract Date
Oswego City Savings Bank	Oswego	NY	3/10/95
SouthTrust Bank of Alabama	Auburn	AL	3/7/95
Baker Boyer National Bank	Walla Walla	W	3/6/95
Union Planters of Louisville	Louisville	M	3/6/95
SouthTrust Bank of the Suncoast	Sarasota	FL	3/1/95
Legacy Bank of Texas	Plano	TX	2/27/95
Dees Bank of Hazel	Hazel	KY	2/24/95
Bank of Lyon County	Eddyville	KY	2/24/95
Bank of Livingston County	Tiline	KY	2/24/95
Melrose State Bank	Melrose	M	2/23/95
The Peoples National Bank	Easley	SC	2/22/95
American West Bank	Encino	CA	2/22/95
First National Bank in George West	George West	TX	2/21/95
Union Planters of Laurel	Laurel	M	2/17/95
Union Planters of Philadelphia	Philadelphia	PA	2/17/95
Union Planters of Biloxi	Biloxi	M	2/17/95
The First National Bank of Iron Mountain	Iron Mountain	MI	2/17/95
Country Bank	Camel	NY	2/15/95
First Community Bank	Emporia	KS	2/15/95
First National South	Marion	SC	2/6/95
United Nebraska Bank	Grand Island	NE	2/3/95
The Bank of Newnan	Newnan	GA	2/3/95
First National Bank of Pulaski	Pulaski	TN	1/30/95
SouthTrust Bank of Alabama	Sylacauga	AL	1/30/95
Valley Independent Bank	Rancho Mirage	CA	1/30/95
SouthTrust Bank of Northwest Florida	Marianna	FL	1/30/95
Community National Bank	Derby	VT	1/26/95
Union Planters Of The Lakeway Area	Morristown	TN	1/25/95
First Central Bank	Cambridge	NE	1/20/95
Metro Bank	Metairie	LA	1/20/95
United Bank of Michigan	Grand Rapids	MI	1/19/95
Hillsdale County National Bank	Hillsdale	MI	1/19/95
West Michigan Community Bank	Hudsonville	MI	1/19/95
City National Bank	Los Angeles	CA	1/19/95
Hill Country Bank	Leander	TX	1/18/95
First Community Bank, Inc.	Princeton	W	1/17/95
1st Bank	Hale	MI	1/13/95
Union State Bank of Hazen	Hazen	ND	1/12/95



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Bank	City	State	Contract Date
The Heritage Bank	McLean	VA	1/12/95
Bank of New Hampshire	Portsmouth	NH	1/12/95
Community State Bank of St Charles	Saint Charles	MI	1/12/95
Mercantile Bank of the Bluffs	Council Bluffs	IA	1/11/95
SouthTrust Bank of Orlando	Orlando	FL	1/10/95
The Bank of Marion	Marion	VA	1/9/95
First Waco National Bank	Waco	TX	1/6/95
Piedmont Trust Bank	Martinsville	VA	12/30/94
First Community Bank	Forest	VA	12/30/94
First National Bank of Warsaw	Warsaw	IN	12/29/94
First Community Bank of Saltville	Saltville	VA	12/29/94
Bank of Commerce	San Diego	CA	12/28/94
First Bank CBC	Saint Joseph	M	12/19/94
First National Bank of Naples	Naples	FL	12/16/94
Lewis County Bank	Hohenwald	TN	12/16/94
Citizens Bank	Lansing	MI	12/16/94
The Bank of Adamsville	Adamsville	TN	12/16/94
Huntington National Bank	Muskegon	MI	12/14/94
First Banking Center	Burlington	WI	12/13/94
First Community Bank	Lacey	W	12/12/94
Pioneer National Bank	Yakima	W	12/9/94
The State Bank of Jerseyville	Jerseyville	IL	12/9/94
Bank of Commerce & Trust Company	Crowley	LA	12/9/94
Bank of Colorado - Western Slope	Glenwood Springs	C	12/8/94
Bank of Colorado - Western Slope	Grand Junction	C	12/8/94
Adams County National Bank	McSherrytown	PA	12/7/94
Alpine Bank of Illinois	Rockford	IL	12/6/94
Valley Bank of Helena	Helena	MT	12/6/94
Union Planters of Gulfport	Gulfport	M	12/5/94
The First National Bank of Negaunee	Negaunee	MI	12/5/94
American National Bank & Trust Company	Danville	VA	12/5/94
Regions Bank, N.A.	Bradenton	FL	11/30/94
Union Planters of Oxford	Oxford	M	11/22/94
Chesapeake Bank	Mathews	VA	11/21/94
Palm Desert National Bank	Palm Desert	CA	11/18/94
Peoples State Bank	Colby	KS	11/18/94
First State Bank of Western Illinois	La Harpe	IL	11/17/94
First Citizens National Bank	Mansfield	PA	11/17/94

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Bank	City	State	Contract Date
The La Junta State Bank & Trust Co.	La Junta	C	11/16/94
Mid-Wisconsin Bank of Medford	Medford	WI	11/14/94
Union Planters of Hattiesburg	Hattiesburg	M	11/10/94
The Citizens Bank of Philadelphia, MS	Philadelphia	M	11/7/94
Princess Anne Bank	Virginia Beach	VA	11/3/94
Banner Banks	Hatley	WI	11/3/94
Citizens Bank	Marianna	FL	10/25/94
United National Bank & Trust Company	Canton	O	10/21/94
The Peoples Bank and Trust Company	Tupelo	M	10/20/94
Talbot Bank	Easton	M	10/19/94
Star Financial Bank	Anderson	IN	10/18/94
The Albion National Bank	Albion	NE	10/18/94
Central Illinois Bank	Champaign	IL	10/17/94
Rhea County National Bank	Dayton	TN	10/13/94
The First National Bank of La Feria	La Feria	TX	10/12/94
CIB - Bank	Elk Grove	IL	10/5/94
Cornerstone Bank, N.A.	York	NE	9/30/94
The Patterson Bank	Patterson	GA	9/30/94
Derby Savings Bank	Waterbury	CT	9/30/94
Peoples Loan & Trust Bank	Richmond	IN	9/28/94
BankWest	Goodland	KS	9/26/94
The Richland Trust Company	Mansfield	O	9/26/94
Bank of Columbia	Columbia	SC	9/26/94
State Bank of La Crosse	La Crosse	WI	9/26/94
Exchange Bank and Trust Company, NA	Natchitoches	LA	9/23/94
United Security Bank, NA	Fresno	CA	9/23/94
Wyoming County Bank	Warsaw	NY	9/15/94
The First National Bank of Hutchinson	Hutchinson	KS	9/15/94
SunTrust	Nashville	TN	9/15/94
The National Bank of Geneva	Geneva	NY	9/15/94
The Pavilion State Bank	Pavilion	NY	9/15/94
Enterprise Bank	Solon	O	9/12/94
Golden Pacific Bank	Ontario	CA	9/12/94
First Tier Bank & Trust	Salamanca	NY	9/12/94
The Bank/First Citizens Bank	Cleveland	TN	9/9/94
Bank of Whitman	Colfax	W	9/8/94
Central National Bank of Marion County	Durham	KS	9/8/94
The First National Bank and Trust Co.	Corbin	KY	9/8/94

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Sorted By Contract Date in Descending Order

Bank	City	State	Contract Date
Peoples Bank	Flemingsburg	KY	9/7/94
Marquette Bank	Chamberlain	SD	9/7/94
Siuslaw Valley Bank	Eugene	O	9/6/94
Alden State Bank	Alden	NY	9/2/94
Bank of Petaluma	Petaluma	CA	9/1/94
First Port City Bank	Bainbridge	GA	9/1/94
Andover Bank	Andover	M	9/1/94
Liberty National Bank	Longwood	FL	8/31/94
Security National Bank	Osage City	KS	8/31/94
MainBank	Red Oak	TX	8/30/94
Central Bank and Trust	Fort Worth	TX	8/29/94
FirstBank Southwest	Perryton	TX	8/25/94
Bank of the Southwest	Farmington	N	8/24/94
First National Bank in Alamogordo	Alamogordo	N	8/24/94
SouthTrust Bank of Columbus, NA	Columbus	GA	8/17/94
SouthTrust Bank of Alabama, NA	Birmingham	AL	8/17/94
Montgomery & Traders Bank & Trust Co.	Mount Sterling	KY	8/15/94
First American Bank, N.A.	International Falls	M	8/15/94
Camarillo Community Bank	Camarillo	CA	8/12/94
Farmers and Mechanics Bank	Middletown	CT	8/11/94
South Umpqua State Bank	Roseburg	O	8/9/94
Community Bank, NA	Canton	NY	8/4/94
Community Bank, NA	Olean	NY	8/4/94
Bank of the Sierra	Porterville	CA	8/4/94
The Citizens National Bank	Laurel	M	8/4/94
The Antelope Valley Bank	Lancaster	CA	8/2/94
San Benito Bank	Hollister	CA	8/1/94
Mercantile Bank of Clinton County,NA	Clinton	IA	7/28/94
Farmers & Merchants State Bank	Boise	ID	7/28/94
First Commercial Bank of Tampa	Tampa	FL	7/25/94
City National Bank	Weslaco	TX	7/21/94
SouthTrust Bank of Central Carolina	Concord	NC	7/21/94
Bank of Forest	Forest	M	7/20/94
SouthTrust Bank of the Midlands	Columbia	SC	7/19/94
The First National Bank of Centralia	Centralia	KS	7/19/94
First National Bank	Springfield	IL	7/18/94
Twin Rivers Community Bank	Easton	PA	7/18/94
The Stephenson National Bank & Trust	Marinette	WI	7/15/94

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Sorted By Contract Date in Descending Order

Bank	City	State	Contract Date
SouthTrust Bank of Charleston, NA	Charleston	SC	7/15/94
Citizens State Bank	Jasper	TN	7/12/94
Iola Bank & Trust Company	Iola	KS	7/12/94
Centier Bank	Crown Point	IN	7/11/94
West Pointe Bank and Trust Company	Belleville	IL	7/11/94
SouthTrust Bank of Alabama, NA	Selma	AL	7/8/94
Carrollton Bank	Baltimore	M	7/5/94
Union Planters of Jackson	Jackson	M	7/1/94
Union Planters of Southaven	Southaven	M	7/1/94
Champlain National Bank	Willsboro	NY	6/30/94
Pioneer Bank	Chattanooga	TN	6/30/94
Peoples Bank & Trust Company	Indianapolis	IN	6/30/94
Bank of Travelers Rest	Travelers Rest	SC	6/30/94
The Pemigewasset National Bank of Pemig	Plymouth	NH	6/30/94
Farmers State Bank	Ashland	O	6/29/94
BSB Bank and Trust	Binghamton	NY	6/29/94
The Commercial and Savings Bank	Millersburg	O	6/29/94
SouthTrust Bank of Alabama, NA	Dothan	AL	6/29/94
Summit Bank	Akron	O	6/29/94
First Security Bank	Batesville	M	6/28/94
National Bank of Commerce of Mississippi	Starkville	M	6/28/94
First State Bank	Holly Springs	M	6/28/94
SouthTrust Bank of Alabama	Tuscaloosa	AL	6/28/94
National Bank of Commerce	Tuscaloosa	AL	6/28/94
First Commerce Bank	Commerce	GA	6/27/94
The First National Bank in Durant	Durant	OK	6/24/94
American National Bank	Fort Lauderdale	FL	6/21/94
Union Planters of Greenville	Greenville	M	6/15/94
First United National Bank & Trust	Oakland	M	6/14/94
Six Rivers National Bank	Eureka	CA	6/13/94
Centura Bank	Florence	SC	6/13/94
The First National Bank of Athens	Athens	TX	6/9/94
First National Bank and Trust	London	KY	6/9/94
The Ionia County National Bank	Ionia	MI	6/7/94
Union Planters Bank	Goodlettsville	TN	6/7/94
Western Sierra National Bank	Cameron Park	CA	6/3/94
Citizens National Bank in Waxahachie	Waxahachie	TX	6/1/94
Union Planters of Cleveland	Cleveland	M	6/1/94

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Sorted By Contract Date in Descending Order

Bank	City	State	Contract Date
Union Planters of West Tennessee	Humboldt	TN	6/1/94
Security State Bank and Trust	Fredericksburg	TX	5/31/94
Peoples Bank	Waynesboro	TN	5/31/94
Sandy Spring National Bank	Olney	M	5/31/94
Security Bank	Dyersburg	TN	5/27/94
Wayne Bank	Honesdale	PA	5/23/94
Northwest Bank & Trust Company	Davenport	IA	5/19/94
Capstone Bank	Watseka	IL	5/17/94
First American Bank	Breckenridge	M	5/16/94
First National Bank	Longview	TX	5/13/94
Redlands Centennial Bank	Redlands	CA	5/13/94
The Bank, NA	McAlester	OK	5/12/94
CIB - McLean County	Normal	IL	5/12/94
Citizens National Bank of Paintsville	Paintsville	KY	5/12/94
The Bank, NA	Stillwater	OK	5/12/94
Jacobs Bank	Scottsboro	AL	5/10/94
SouthTrust Bank of Middle Tennessee	Nashville	TN	5/9/94
The Bank of Edwardsville	Edwardsville	IL	5/9/94
The Citizens National Bank of Meridian	Meridian	M	5/6/94
First National Bank of Wyoming	Laramie	W	5/5/94
SouthTrust Bank of Central Florida	Ocala	FL	5/5/94
SouthTrust Bank of Alabama	Florence	AL	5/5/94
SouthTrust Bank of Northeast Florida	Jacksonville	FL	5/4/94
SouthTrust Bank of Volusia County	Daytona	FL	5/4/94
Citizens Bank and Trust Company of	Baytown	TX	5/3/94
Pasadena State Bank	Pasadena	TX	5/3/94
SouthTrust Bank of West Florida	Saint Petersburg	FL	5/2/94
Los Robles Bank	Thousand Oaks	CA	4/29/94
The Citizens National Bank of Malone	Malone	NY	4/29/94
Cape Coral National Bank	Cape Coral	FL	4/27/94
Desert Community Bank	Victorville	CA	4/27/94
BankPlus	Yazoo City	M	4/25/94
First National Bank & Trust Company	Athens	TN	4/22/94
First State Bank	Waynesboro	M	4/18/94
Houston National Bank	Houston	TX	4/8/94
United Bank and Trust Company	New Orleans	LA	4/8/94
First Southern Bank	Boca Raton	FL	4/6/94
First Security Bank and Trust Company	Norton	KS	4/5/94

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Bank	City	State	Contract Date
Regions Bank of Louisiana	New Roads	LA	4/5/94
The Citizens National Bank of Weatherford	Weatherford	TX	4/4/94
The Exchange Bank of Alabama	Gadsden	AL	4/4/94
Home Bank	Signal Hill	CA	4/1/94
Bank CNB	El Paso	TX	4/1/94
American Pacific State Bank	Sherman Oaks	CA	4/1/94
Merchants National Bank, Vicksburg	Vicksburg	M	3/31/94
Bank of Stanly	Albemarle	NC	3/31/94
Mercantile Bank of Sikeston	Sikeston	M	3/31/94
1st Community Bank	Malden	M	3/31/94
American National Bank and Trust Co	Muncie	IN	3/31/94
Towne Bank	Woodinville	W	3/30/94
The County Bank	Greenwood	SC	3/22/94
Merchants State Bank of North Branch	North Branch	M	3/18/94
State Bank & Trust, NA	Tulsa	OK	3/18/94
Citizens Bank of Blount County	Maryville	TN	3/17/94
Bank of Charleston, NA	Charleston	SC	3/14/94
The Peoples State Bank and Trust Co	Ellinwood	KS	3/10/94
First American Bank , SW	Marshall	M	3/5/94
LaSalle State Bank	LaSalle	IL	3/4/94
Marine National Bank	Irvine	CA	3/2/94
First Independent Bank	Russell	M	3/2/94
SouthTrust Bank of Alabama	Andalusia	AL	3/1/94
Shoshone First Bank	Cody	W	2/23/94
SouthTrust Bank of Alabama	Mobile	AL	2/15/94
SouthTrust Bank, NA	Montgomery	AL	2/15/94
SouthTrust Bank of Alabama	Elba	AL	2/15/94
The John Warner Bank	Clinton	IL	2/14/94
SouthTrust Bank of Alabama	Alexander City	AL	2/11/94
Business Bank of California	San Bernardino	CA	2/10/94
Citizens Bank of Illinois, N.A.	DuQuoin	IL	2/10/94
American Trust & Savings Bank	Dubuque	IA	2/10/94
First American Bank	Detroit Lakes	M	2/8/94
First American Bank Wisconsin	Amery	WI	2/8/94
The Vintage Bank	Napa	CA	2/4/94
First and Farmers Bank of Somerset, KY	Somerset	KY	1/31/94
CFX- Corporation	Keene	NH	1/31/94
Tennessee State Bank	Pigeon Forge	TN	1/31/94

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Bank	City	State	Contract Date
Bank of Dahlonoga	Dahlonoga	GA	1/29/94
The Bank of Ellijay	Ellijay	GA	1/29/94
First National Bank of Union County	Blairsville	GA	1/29/94
Bank of Cairo and Moberly	Moberly	M	1/27/94
The Bank of New Glarus	New Glarus	WI	1/19/94
Saluda County Bank	Saluda	SC	1/14/94
M. S. Bailey & Son, Bankers	Clinton	SC	1/14/94
North Pacific Bank	Tacoma	W	1/12/94
West Coast Bank	Sarasota	FL	1/11/94
The Bank of Orange County	Mission Viejo	CA	1/2/94
SouthTrust Bank of Calhoun County, N.A.	Anniston	AL	1/1/94
Hancock Bank	Denham Springs	LA	12/28/93
Rossville Bank	Rossville	GA	12/27/93
Deposit Guaranty National Bank	Hammond	LA	12/23/93
The Lyon County State Bank	Emporia	KS	12/23/93
WesBanco South Charleston	Dunbar	W	12/20/93
National Bank of Stamford	Stamford	NY	12/20/93
Clovis Community Bank	Clovis	CA	12/17/93
Union Planters	Grenada	M	12/15/93
Union Planters	Baton Rouge	LA	12/15/93
Union Planters of Meridian	Meridian	M	12/15/93
Union Planters of Pascagoula	Pascagoula	M	12/15/93
Ledyard National Bank	Hanover	NH	12/13/93
First Newton Bank	Covington	GA	12/10/93
Sabine State Bank and Trust Company	Many	LA	12/9/93
South Valley State Bank	Klamath Falls	O	12/9/93
First National Bank	Jasper	AL	12/9/93
People's Trust Company	Brookville	IN	12/9/93
The Commercial Bank	Salem	O	12/8/93
First State Bank	Austin	TX	12/8/93
First Commonwealth Bank	Indiana	PA	12/7/93
Community Bank	Sheboygan	WI	12/7/93
First National Bank of the Hudson Valley	LaGrangeville	NY	11/30/93
First Central Bank	Lenoir City	TN	11/29/93
Peoples National Bank	New Lexington	O	11/22/93
Bank of Pontiac	Pontiac	IL	11/19/93
Ambassador Bank of the Commonwealth	Allentown	PA	11/17/93
SouthTrust Bank of Alabama	Cullman	AL	11/15/93

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Sorted By Contract Date in Descending Order

Bank	City	State	Contract Date
The Bank of Tampa	Tampa	FL	11/15/93
The Bank of Darien	Darien	CT	11/15/93
Union Planters Bank	Thibodaux	LA	11/11/93
South Louisiana Bank	Houma	LA	11/11/93
Valley National Bank of Cortez	Cortez	C	11/10/93
First National Bank of Clarksdale	Clarksdale	M	11/8/93
Bank of Amador	Jackson	CA	11/4/93
The First National Bank of Durango	Durango	C	10/30/93
Community First State Bank	Aurora	C	10/29/93
Bowling Green Bank & Trust Company	Bowling Green	KY	10/26/93
First National Bank of Clinton	Clinton	M	10/25/93
Deposit Guaranty	West Monroe	LA	10/25/93
SouthTrust Bank of Morgan County	Decatur	AL	10/21/93
Security Bank	Coos Bay	O	10/20/93
Citizens & Merchants State Bank	Douglasville	GA	10/18/93
Palmer-American National Bank	Danville	IL	10/18/93
Trustmark National Bank	Corinth	M	10/14/93
Iberia Savings Bank	New Iberia	LA	10/12/93
The Savings Bank & Trust Company	Orrville	O	10/9/93
Chemung Canal Trust Company	Elmira	NY	10/8/93
Vallj Wide Bank # 1	Fresno	CA	10/8/93
First National Bank of N California	Daly City	CA	10/8/93
First Liberty Bank	Tifton	GA	10/4/93
Financial Trust	Waynesboro	PA	9/30/93
Deposit Bank	Du Bois	PA	9/28/93
The Peoples National Bank In Lawrencevill	Lawrenceville	IL	9/23/93
Security Bank	Alexandria	LA	9/23/93
The American National Bank of Vincennes	Vincennes	IN	9/22/93
Minnequa Bank of Pueblo	Pueblo	C	9/22/93
Bank of Whittier, NA	Whittier	CA	9/22/93
Queen City Bank, NA	Long Beach	CA	9/22/93
The First National Bank of Bellevue	Bellevue	O	9/21/93
Bank of Lenox	Lenox	GA	9/17/93
Emporia State Bank and Trust Company	Emporia	KS	9/16/93
Security First Bank	Cheyenne	W	9/16/93
First National Bank of North County	Lake San Marcos	CA	9/16/93
TeamBank, NA	Paola	KS	9/16/93
Sunflower Bank, NA	Salina	KS	9/15/93

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Sorted By Contract Date in Descending Order

Bank	City	State	Contract Date
First South Bank of Middle Georgia	Macon	GA	9/10/93
SouthTrust Bank of Alabama	Boaz	AL	9/10/93
Bank of Newport	Lake Oswego	O	9/7/93
Deposit Guaranty	Baton Rouge	LA	8/23/93
First American National , N.A.	Saint Cloud	M	8/23/93
Highland Bank	Birmingham	AL	8/20/93
First National Bank	Zanesville	O	8/19/93
Grundy County National Bank	Morris	IL	8/19/93
First State Bank	Scottsbluff	NE	8/16/93
United Nebraska Bank	Columbus	NE	8/15/93
First Citizens Bank & Trust Co	Greencastle	IN	8/11/93
Home National Bank	Arkansas City	KS	8/5/93
Citizens Bank	Lawton	OK	8/4/93
Union Planters National Bank	Chattanooga	TN	8/2/93
First National Bank	Rochester	NY	7/28/93
BankIllinois	Champaign	IL	7/26/93
United Nebraska Bank	North Platte	NE	7/23/93
First National Bank and Trust Co	Okmulgee	OK	7/20/93
Farmers National Bank	Opetika	AL	7/19/93
Merchants National Bank	Terre Haute	IN	7/15/93
Trans Financial Bank	Maysville	KY	7/14/93
Pinnacle Bank NA	Elberton	GA	7/12/93
Security National Bank	Macon	GA	7/12/93
The Home State Bank	Loveland	C	7/7/93
SouthTrust Bank of Alabama	Huntsville	AL	7/6/93
Farmers and Merchants Bank	Millford	NE	7/6/93
Community First National Bank	Decorah	IA	7/1/93
Mercantile Bank of Northern Illinois	Freeport	IL	6/30/93
Concord Savings Bank	Concord	NH	6/28/93
East County Bank	Antioch	CA	6/23/93
First National Bank of the Rockies	Meeker	C	6/16/93
First State Bank	Gainesville	TX	6/16/93
Premier Bank	Bastrop	LA	6/10/93
Premier Bank	Natchitoches	LA	6/10/93
Bank One	Ruston	LA	6/10/93
Premier Bank	Farmerville	LA	6/10/93
First American Bank, N.A.	Alexandria	M	6/2/93
First American Bank, N.A.	Brainerd	M	6/2/93

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Bank	City	State	Contract Date
Wilson Bank & Trust	Lebanon	TN	5/28/93
Security State Bank	Hamilton	IL	5/24/93
Marine Trust Company	Carthage	IL	5/18/93
Regent National Bank	Philadelphia	PA	5/17/93
Triangle Bank	Durham	NC	5/6/93
Peoples National Bank	McLeansboro	IL	5/1/93
Farmers Bank & Trust Company	Henderson	KY	4/28/93
Bank of Monte Vista	Monte Vista	C	4/27/93
First Bank of Georgia	East Point	GA	4/26/93
Citizens Savings Bank	Martins Ferry	O	4/23/93
Peoples Bank & Trust Company	Selma	AL	4/16/93
Blue Ridge Bank	Sparta	NC	4/15/93
Kansas State Bank	Ottawa	KS	4/14/93
First National Bank	Talladega	AL	4/14/93
HNB Bank	Harlan	KY	4/8/93
Commercial Bank	Parsons	KS	4/7/93
Morris State Bank	Dublin	GA	4/7/93
First National Bank	Shelby	NC	3/30/93
Union Planters National Bank	Nashville	TN	3/25/93
First National Bank and Trust	Carbondale	IL	3/24/93
The Commercial Bank	Grayson	KY	3/23/93
County Bank	Merced	CA	3/19/93
Bank of Norfolk	Norfolk	NE	3/18/93
First National Bank	Altus	OK	3/16/93
First National Bank	Bethany	OK	3/11/93
Lafayette Bank and Trust Company	Lafayette	IN	3/10/93
Arkansas Valley State Bank	Broken Arrow	OK	3/3/93
Factory Point National Bank	Manchester Center	VT	2/26/93
State Bank	Viroqua	WI	2/26/93
United Bank & Trust	Saint Petersburg	FL	2/25/93
Park Bank	Madison	WI	2/24/93
First National Bank	Waverly	O	2/17/93
Liberty National Bank	Kenton	O	2/11/93
First National Bank	Orangeburg	SC	1/28/93
National Bank and Trust Company	Wilmington	O	1/27/93
Union Planters National Bank	Jackson	TN	1/25/93
First National Bank South Dakota	Yankton	SD	1/23/93
Greene County Bank	Greeneville	TN	1/21/93

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Bank	City	State	Contract Date
MidFirst Bank	Chickasha	OK	1/15/93
Tompkins County Trust Company	Ithaca	NY	1/14/93
Citizens Bank	Harrisburg	IL	1/13/93
Mercantile Trust & Savings Bank	Quincy	IL	12/23/92
Community National Bank	Oregon	WI	12/16/92
First State Bank	Capron	IL	12/16/92
Indian River National Bank	Vero Beach	FL	12/15/92
Amcore Bank National Association	Sterling	IL	12/15/92
First Citizens Bank	Elizabethtown	KY	12/15/92
The Georgia National Bank	Athens	GA	12/14/92
Bank of Upson	Thomaston	GA	12/14/92
Sierra National Bank	Tehachapi	CA	12/8/92
Shelby County Trust Bank	Shelbyville	KY	12/1/92
Southern Crescent Bank	Morrow	GA	11/19/92
Commercial Bank	Mitchell	SD	11/18/92
Fremont National Bank & Trust Co	Fremont	NE	11/12/92
First National Bank	Midwest City	OK	11/5/92
Farmers Bank & Trust Company	Madisonville	KY	10/29/92
Morganfield National Bank	Morganfield	KY	10/29/92
First Northern Bank	Dixon	CA	10/28/92
Humboldt Bank	Eureka	CA	10/28/92
Canandaigua National Bank and Trust	Canandaigua	NY	10/22/92
Bank of Northern Illinois, N.A.	Gurnee	IL	9/30/92
First National Bank	Mayfield	KY	9/22/92
Anderson National Bank	Anderson	SC	9/14/92
Bath National Bank	Bath	NY	9/11/92
Dubois County Bank	Jasper	IN	9/3/92
First State Bank	Greenville	KY	8/28/92
United Southwest Bank	Washington	IN	8/27/92
Northwest Bank of Rockford	Rockford	IL	8/24/92
Citizens Bank & Trust of Fayette County	Fayetteville	GA	8/24/92
Bank IV	Muskogee	OK	8/17/92
Security National Bank of Sapulpa	Sapulpa	OK	8/13/92
Pennsylvania State Bank	Camp Hill	PA	8/1/92
First National Bank in Montevideo	Montevideo	M	7/29/92
Allied Bank of Georgia	Thomson	GA	7/20/92
Merchants National Bank	Aurora	IL	7/17/92
First State Bank	Pineville	KY	7/16/92

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Sorted By Contract Date in Descending Order

Bank	City	State	Contract Date
Ellenville National Bank	Ellenville	NY	7/7/92
First National Bank of Griffin	Griffin	GA	7/7/92
First National Bank of Perry County	Cannelton	IN	7/6/92
Compass Bank	Temple	TX	7/2/92
Georgetown Bank & Trust	Georgetown	KY	6/23/92
First National Bank of Shelbyville	Shelbyville	TN	6/22/92
NBC Bank Rockdale	Rockdale	TX	6/18/92
National Bank of Commerce	Birmingham	AL	5/28/92
Bank of Putnam County	Cookeville	TN	5/28/92
First South Bank	Fort Valley	GA	5/19/92
First National Bank of Muscatine	Muscatine	IA	5/19/92
Durden Banking Co. Inc.	Swainsboro	GA	5/13/92
State Bank of Chittenango	Chittenango	NY	5/13/92
National Union Bank	Kinderhook	NY	5/11/92
Exchange Bank	Milledgeville	GA	4/27/92
Farmers Bank & Capital Trust Co.	Frankfort	KY	4/24/92
AmeriBank, NA	Savannah	GA	4/23/92
Citizens State Bank & Trust	Fort Atkinson	WI	4/21/92
Citizens National Bank	Lebanon	KY	4/2/92
1st State Bank & Trust	Manchester	KY	4/1/92
Wilson & Muir Bank & Trust Co.	Bardstown	KY	2/27/92
SouthTrust Bank	Deltona	FL	2/26/92
First National Bank of Shelby County	Columbiana	AL	2/21/92
SouthTrust Bank of Alabama	Gadsden	AL	2/21/92
Bank of Coweta	Newnan	GA	2/13/92
Green Belt Bank & Trust	Iowa Falls	IA	1/30/92
Bank of Tuscaloosa	Tuscaloosa	AL	1/30/92
Commercial Bank & Trust	LaGrange	GA	1/27/92
Owensboro National Bank	Owensboro	KY	1/22/92
The Bank of Perry	Perry	GA	1/16/92
The Peoples Bank	Lithonia	GA	1/16/92
Peoples Bank	Dickson	TN	12/30/91
Taylor County Bank	Campbellsville	KY	11/26/91
Sumter Bank & Trust	Americus	GA	11/14/91
First National Bank	Hennessey	OK	10/31/91
Minnesota Valley Bank	Redwood Falls	MN	10/31/91
Hardin County Savings Bank	Union	IA	10/2/91
First City Bank & Trust	Hopkinsville	KY	9/30/91



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Bank	City	State	Contract Date
Morgantown Bank & Trust	Morgantown	KY	9/25/91
Bank of Marshall County	Benton	KY	9/25/91
Bank Independent	Sheffield	AL	9/24/91
American Interstate Bank, NA	Paulina	IA	8/20/91
First Volunteer Bank	Union City	TN	7/31/91
First Bank Lexington	Lexington	TN	6/21/91
Union Planters Bank	Brownsville	TN	5/20/91
American Fidelity Bank	Alcoa	TN	5/2/91
Heritage Bank	Clarksville	TN	3/8/91
First American Bank, N.A	Willmar	M	3/14/90
Northwestern State Bank	Hallock	M	11/28/88
Minnwest Bank Montevideo	Montevideo	M	4/8/88
Security Bank Jasper-Poweshiek	Kellogg	IA	12/18/87
State Bank of Cairo	Cairo	NE	9/1/87
First National Bank & Trust	Pipestone	M	8/7/84
Colonial Bank & Trust Co.	Peru	IL	
First National Bank	White Sulphur Springs	MT	
Colonial Bank & Trust Co.	Princeton	IL	
Ambank Illinois	Casey	IL	
Iowa State Bank	Algona	IA	
Iowa Trust & Savings Bank	Emmetsburg	IA	
First American State Bank	Fort Dodge	IA	
Union State Bank	Winterset	IA	
Prinsburg State Bank	Prinsburg	M	
State Bank of Edgerton	Edgerton	M	
Farmers & Merchants Union Bank	Columbus	WI	
Security State Bank of Kenyon	Kenyon	M	
The State Bank	Spirit Lake	IA	

Total Number of Banks: 1054

PBI Licensed Software Installations:					
DESKTOP ONLY:					ACCOUNTING DEPT DESKTOPS:
Windows 95					All that desktops have plus:
Lotus Notes 4.61					Great Plains 4.0
Novell Intranetware Client 2.20					Intellisoll 3.15
Cheyenne Antivirus 4.0					FRX 5.0
Microsoft Office 4.02 or Word 6.0, Excel 5.0, Powerpoint 4.0					Forestar 3.15
Richtfax 4.50					Reflections
letscape Navigator 3.04, 3.0 or 4.05					Suntrust
					AccPac
MOBILE LAPTOP ONLY:					CCH
					Travel Tracks
Windows 95					MicroAch
Lotus Notes 4.61					Only Payroll personnel have these extras:
Cheyenne Antivirus 4.0					Payload
Microsoft Office 4.02 or Word 6.0, Excel 5.0, Powerpoint 4.0					RRW
Unet Internet Account for Dial-Up					Reflections
Goldmine 2.5 or 3.0					
Quiksync 1.07					LIST MANAGEMENT/DIRECT MAIL:
letscape Navigator 4.05 ?					
Microsoft Fax (included in Win95 package)					All that desktops have plus:
Acrobat Reader (shareware)					Marketplace 4.0
					MarketMatch 4.0
MOBILE LAPTOP/DESKTOP:					Atlas Select
					Duns Direct Access
All that Mobile laptops have plus:					Crystal Reports 4.5
Novell Intranetware Client 2.20					Goldmine 2.5/3.0
Richtfax 4.50					PBIS III
TRADEMARK					Access 2.0
FRAME					
SOFTWARE ENGINEERING:					
					IS:
All that desktops have plus:					All that desktops have plus:
Visual Works 2.52					Office 97
Crystal Reports 6.0					Office 97 developers ed.

Envy 3.01								Photoshop 4.0	Danny, Julie
Gemstone 5.1								Acrobat 3.0	Danny
Project 95								NetObject Fusion	Danny, Julie
Track Record								Lotus Bean Machine	
Winport 6.0								Access 97 Developers	Marc, Kathy
C+ + 4.0									
TECHNICAL SUPPORT:								MARKETING:	
II that desktops have plus:								Adobe Illustrator 7.0	
TOM 5.0								Adobe Pagemaker 6.5	
Mgrs have MTE 7.13								Adobe Photoshop 4.0	
Track Record								Various groups in Operations have:	
Winport 6.0									
TechNet								PBIS III	
								Access 2.0	
QUALITY ASSURANCE/PD:								Goldmine 2.5/3.0	
II that desktops have plus:								LEGAL:	
Track Record									
Crystal Reports 6.0 and 4.5								All that desktops have plus:	
Project 95								Lexis-Nexis	
Winport 6.0								Winport 6.0	
								Authority	
PROCESSING/ECS:									
								INSURANCE:	
II that desktops have plus:								All that desktops have plus:	
Track Record may occur depending on position.								Word 97/Excel 97	Janet, Gina, Kim, Lori
Winport 6.0								DUNSLink	
PowerAccess									

REEL

774

TRADEMARK  
FRAME: 0301

#### **SCHEDULE 4(d)**

#### **OTHER LICENSES**

PBI is on notice of a company called The Herald Company that uses the trademark Business Direct Magazine on magazines featuring news, economics, real estate, securities, classifieds, and politics. The parties ultimately signed a settlement agreement recognizing each others rights in the respective trademarks which contains mutual covenants not to sue.

**SCHEDULE 4(g)**  
**CONSENTS AND AUTHORIZATIONS**

**None**

**193511 - 2**

**TRADEMARK**  
**REEL: 1774 FRAME: 0303**

## SCHEDULE 4(i)

### CLAIMS

PBI was placed on notice of a company called Groupware Development, Inc., which owned the trademark "Business Manager." However, they have claimed that they have abandoned their trademark.

PBI is on notice of a company called The Herald Company that uses the trademark Business Direct Magazine on magazines featuring news, economics, real estate, securities, classifieds, and politics. The parties ultimately signed a settlement agreement recognizing each others rights in the respective trademarks.

PBI was on notice of Bank of America's use of the trademark Business Connect for electronic banking services. Bank of America withdrew its objections to PBI's use of the Business Direct trademark since the services offered under that trademark are only offered to banks and not directly to consumers.

EXHIBIT A

to

Intellectual Property Security Agreement

FORM OF INTELLECTUAL PROPERTY  
SECURITY AGREEMENT SUPPLEMENT

\_\_\_\_\_, \_\_\_\_\_  
Fleet National Bank, as Administrative Agent  
under the Credit Agreement  
referred to below  
One Federal Street  
Boston, Massachusetts 02110

Attention: Corporate Banking Group

Intellectual Property Security Agreement,  
dated as of August \_\_, 1998,  
made by Private Business, Inc.  
and the other Grantors to  
Fleet National Bank, as Administrative Agent

Ladies and Gentlemen:

Reference is made to the above-captioned Intellectual Property Security Agreement (such Intellectual Property Security Agreement, as in effect on the date hereof and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "Intellectual Property Security Agreement") made by Private Business, Inc. and the other Grantors to Fleet National Bank, as Administrative Agent. The terms defined in the Intellectual Property Security Agreement (or in the Credit Agreement referred to therein) and not otherwise defined herein are used herein as therein defined.

The undersigned hereby agrees, as of the date first above written, to become a Grantor under the Intellectual Property Security Agreement as if it were an original party thereto and agrees that each reference in the Intellectual Property Security Agreement to "Grantor" shall also mean and be a reference to the undersigned.

TRADEMARK  
REEL: 1774 FRAME: 0305

The undersigned hereby pledges to the Administrative Agent, for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, as security for the Secured Obligations a lien on and security interest in, all of the right, title and interest of the undersigned, whether now owned or hereafter acquired, in and to Intellectual Property Collateral owned by the undersigned, including, but not limited to, the property listed on Annex I, II, III and IV hereto. Schedules I, II, III and IV to the Intellectual Property Security Agreement are hereby supplemented by Annexes I, II, III and IV hereto, respectively. The undersigned hereby certifies on behalf of such Grantor that such Annexes have been prepared by the undersigned in substantially the form of Schedules I, II, III and IV to the Intellectual Property Security Agreement and are true, accurate and complete in all material respects as of the date hereof.

The undersigned on behalf of such Grantor hereby makes each representation and warranty set forth in Section 4 of the Intellectual Property Security Agreement (as supplemented by the attached Annexes) to the same extent as each other Grantor and hereby agrees to be bound as a Grantor by all of the terms and provisions of the Intellectual Property Security Agreement to the same extent as each other Grantor.

This Intellectual Property Security Agreement Supplement shall be governed by and construed in accordance with the laws of the State of New York.

Very truly yours,

[NAME OF ADDITIONAL INTELLECTUAL  
PROPERTY GRANTOR]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_